REQUEST FOR EXPRESSION OF INTEREST

REGARDING

ARCHITECTURAL / ENGINEERING DESIGN SERVICES
Engineering Sciences Building Southeast Expansion

AT

WEST VIRGINIA UNIVERSITY

LOCATED IN

MORGANTOWN, WEST VIRGINIA

Response Deadline:
4:00 PM
on
May 5, 2006

RFP No: 90001343W

Issued by:

West Virginia University
Department of Procurement Services

April 2006
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I. INTRODUCTION

West Virginia University is seeking Expressions of Interest from qualified Architectural/Engineering (A/E) firms to provide professional design and contract administration services for the Engineering Sciences Building Southeast Expansion project.

West Virginia University, founded in 1867, is located in Morgantown, West Virginia, a city of nearly 29,000 residents, 50,000 with students, near West Virginia's northern border. It is one of only 46 public universities that serve their state as research and land grant institutions. Through 13 colleges and schools, WVU offers 170 bachelors, masters, doctoral and professional degree programs.

WVU is a Doctoral/Research University - Extensive as classified by the Carnegie Classification of Institutions of Higher Education -- based on the complexity and breadth of the institution's mission. As West Virginia's major research and development center and only comprehensive doctoral-granting institution, WVU faculty conducts over $140 million in sponsored contracts and grants per year.

WVU is accredited by the North Central Association of Colleges and Schools and dozens of specialized academic accrediting agencies. The University's total operating budget is approximately $600 million.

The scenic grounds of the Morgantown Campuses – with their mix of historic and modern facilities contain 170 buildings on 913 acres. Ten main campus buildings are listed on the National Register of Historic Places.

For more detailed information about WVU, see our Quick Facts page http://www.nis.wvu.edu/intro/quickfacts.htm, or visit our Virtual Tour.

Additional information regarding the RFP process, response form, and terms and conditions of doing business with West Virginia University may be found in the section titled, VENDOR INSTRUCTIONS FOR RESPONDING TO A REQUEST FOR PROPOSALS.

II. SCOPE OF SERVICES

The Engineering Sciences Building is a ten-story (131,000 GSF) building with ground level (east and west) wings, located on the Evansdale Campus of West Virginia University, Morgantown, West Virginia. The building is currently occupied by the College of Engineering and Mineral Resources.

The project will consist primarily of the conversion of the currently unused Boiler Plant space into two floors of office, lab and lecture space, and construction of a new multi-story addition at the east wing, Southeast corner of the building to create a prominent visitor entrance and additional program space for offices, labs and classrooms.

The building renovation/expansion project will require demolition of the old coal-fired boiler and associated building components as a separate work package. The project will also require that existing
campus electrical infrastructure systems currently operating at or near capacity be upgraded at the Engineering Substation.

### III. PRE-PROPOSAL CONFERENCE

3.1 There will be no MANDATORY pre-proposal conference. Any and all questions are to be addressed and e-mailed to Rossi.Wiles@mail.wvu.edu; with copy to charlie.robison@mail.wvu.edu.

3.2 All questions must have RFP No. located in the subject line and will be addressed in an Addendum. Cut-off for questions will be no later than April 28, 2006.

### IV. SUBMITTING YOUR PROPOSAL

4.1 Proposals and other required documents must be enclosed in a sealed opaque envelope or container that is identified as a “Request for Expression of Interest” including the supplier name, RFP/EOI number, and the RFP/EOI opening time and date. The envelope or container shall be addressed to of West Virginia University, Procurement Services, One Waterfront Place, Third Floor, Morgantown, WV 26506.

4.2 Proposal responses are due no later than May 5, 2006; 4:00 pm.

4.3 The Proposer is fully responsible for timely delivery at the location designated for receipt of proposals. Proposals received after this date and time will not receive consideration. Oral, telephonic, facsimile, or telegraphic proposals are invalid and will not receive consideration. No exceptions are permitted.

4.4 Respondents must submit one (1) original and six (6) original color copies of their proposal.

4.5 Any and all costs incurred by the vendor in preparation of a response to this request or for Proposal evaluation will include but not be limited to the criteria identified below.
V. RESPONSE DATE AND TIME:

To be considered, sealed Proposals shall arrive at the Issuing Office on or before the time and date specified below for this RFP:

   West Virginia University  
   Procurement Services  
   One Waterfront Place, 3rd Floor  
   PO Box 6024  
   Morgantown, WV 26506

DUE DATE AND TIME: 4:00 p.m. on Friday, May 5, 2005

Proposers that mail Proposals shall allow sufficient mail delivery time to ensure the timely receipt of Proposals. Proposals received after the Proposal Due Date and Time specified above will not be accepted and will not be evaluated by WVU.

VI. REJECTION OF PROPOSALS

WVU, at its own discretion, reserves the right to reject any and all Proposals received as a result of this RFP.

WVU, at its own discretion, reserves the right to cancel the RFP any time prior to a fully executed Contract, and if desired, reissue the RFP.

VII. QUALITY AND CONTENT OF PROPOSAL

7.1 Firm/Team Qualifications. The architectural team is expected to include experts in preservation of exterior systems, interior systems, and landscape architecture;

7.2 Demonstrated Experience in successful completing renovation projects that meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties;

7.3 Demonstrated Experience working with West Virginia State Historic Preservation Office;

7.4 Demonstrated Experience in creating a Preservation Plan, as outlined in the Getty Foundation Campus Heritage Program Project listed above;
7.5 Presentation of credentials are the responsibility of the vendor and will not be reimbursed. All responses and documentation submitted by the vendor become the property of West Virginia University at the time the documents are opened;

7.6 All proposals shall remain in effect for a minimum period of one hundred twenty (120) calendar days from the proposal opening date. Proposals may not be canceled, altered, or withdrawn, except as otherwise provided herein; and

7.7 The Proposal Response Certification, Attachment A, shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. Proposals must be signed by an individual or individuals who have full authority to execute a binding contract on behalf of the Proposer.

VIII. SCOPE SPECIFICATIONS

SCOPE OF WORK

8.1 Professional services shall include but not limited to Architectural Design services, Civil, Structural, Mechanical and Electrical Engineering services, bidding, construction contract administration services, post-contract services and other professional services as necessary to meet the program requirements.

8.2 The project will consist primarily of the conversion of the currently unused Boiler Plant space into two floors of office, lab and lecture space, and construction of a new multi-story addition at the east wing, Southeast corner of the building to create a prominent visitor entrance and additional program space for offices, labs and classrooms.

8.3 The building renovation/ expansion project will require demolition of the old coal-fired boiler and associated building components as a separate work package. The project will also require that existing campus electrical infrastructure systems currently operating at or near capacity be upgraded at the Engineering Substation.

8.4 The Agreement document for any Architectural / Engineering Services will be the Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997 and shall include State of West Virginia Supplementary Conditions to AIA B141-1997.

IX. RESPONSE SPECIFICATIONS

9.1 Provide the name of your organization or company and include the date and location of incorporation, principal officers, board of directors, number of employees, size and locations of field offices, company history and organizational structure.
9.2 Is your company or firm engaged, or planning to engage in any merger, acquisition, litigation, or business reorganization that might have an impact on your relationship with West Virginia University?

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

9.4 Describe in detail projects of a similar size and scope that your organization has been associated with over the last two years and provide at least three current references that WVU may contact to evaluate customer satisfaction. References from institutions of higher education are preferred.

9.5 Provide any pertinent information necessary to respond to other issues addressed in Section 5 – Proposal Evaluation Criteria.

9.6 All responses must be formatted to comply with the items and sequence as presented in the RFP Specifications and Evaluation Criteria. The proposal should be specific and complete in every detail prepared in a simple and straightforward manner.

X. PROJECT EXPERIENCE

Provide descriptions of relevant projects demonstrating your firm’s ability to execute projects similar to those described in this RFP. Provide descriptions of not more than 10 projects performed within the last 10 years. Projects of interest include those performed outside of West Virginia and those performed within the State of West Virginia.

Include the following information pertaining to the listed jobs:

A. Project Name;
B. Project Location;
C. Project Description;
D. Construction Cost and type of service provided;
E. Project size including square footage, cost, and any information you deem relevant;
F. Name of Project Owner, including phone number and address;
G. Contract Information including date of completion and percentage of work completed;
H. Photographs of each project;
I. Any additional information you deem relevant.
XI. CONTRACT INFORMATION

Contract

Upon successful qualification, the firm selected will be expected to enter into an Architectural and Engineering Services Contract which may include, but may not be limited to, AIA Document B141, Standard Form of Agreement Between Owner and Architect – 1997 Edition with modifications; including State of West Virginia Supplementary Conditions; and where applicable, to either AIA Documents AIA101 & AIA201 – 1997 Edition and A 107 – 1997 Edition and their respective State of WV Supplementary Conditions, proposal documents, and Official WVU Purchase Order and terms and conditions thereto.

XII. PROPOSAL EVALUATION CRITERIA

EVALUATION CRITERIA

Proposal evaluation will include but not be limited to the criteria identified below:

- Quality and Content of Proposal.
- Firm/Team Qualifications.
- Demonstrated Experience in successful completion of new building and major building renovation projects of similar size and scope.
- Demonstrated Experience in successful completion of new building and major building renovation projects on a Higher Education campus in an urban setting.
- Demonstrated Experience working with a General Contractor through new building and major renovation projects (pre-construction, construction and post-construction phases).

West Virginia University reserves the right to interview any potential firms; however, selection may be made off of written proposal only. West Virginia University is under no obligation to interview potential firms.

XIII. ORAL PRESENTATIONS

A Proposer who submits a Proposal may be required to make an oral presentation of the Proposal to WVU. A presentation is intended to provide an opportunity for the Proposer to clarify the Proposal to ensure thorough and mutual understanding. The Issuing Office will schedule a presentation if such is deemed necessary.
WEST VIRGINIA UNIVERSITY
VENDOR INSTRUCTIONS
FOR RESPONDING TO A
REQUEST FOR PROPOSALS / EXPRESSION OF INTEREST

Introduction

West Virginia University publishes this document as an aid to vendors who may wish to respond to Requests for Proposals (RFP/EOI). Generally, the purpose of an RFP/EOI is to identify and ultimately contract with a qualified vendor or vendors for commodities or services required by WVU. The RFP/EOI process and legal requirements are outlined in detail.

The Request for Proposal (RFP/EOI) Process

By publication of a Request for Proposals / Expression of Interest, West Virginia University begins an administrative process that may or may not lead to the award of a contract(s). WVU may stop the process at any time, with or without cause, and nothing in a RFP/EOI document may be interpreted as an offer to purchase, procure, or otherwise acquire any product or service from any proposer or vendor.

Typically, the RFP/EOI process employs the following steps:

1. RFP/EOI Publication and Distribution to Interested Parties
2. Receipt of Proposals
3. Initial Proposal Evaluation
4. Vendor Discussions and Fact Finding (If Required)
5. Selection of Most Advantageous Proposal(s)
6. Contract / Fee Negotiations
7. Contract(s) Award
8. Contract Implementation

Except as specifically noted in the RFP/EOI, there is no time limit either expressed or implied on the completion of each step in the process.

Definitions

West Virginia University may be referred to as WVU, Owner, or Buyer.

A Request For Proposal (RFP/EOI) refers specifically to an officially published and numbered document and all the attachments, amendments, and addenda, that are a part or may become a part of the document. Applicable paragraphs from this instruction document are often included and made a part of a final agreement should a contract be awarded.

A Proposer is any bona fide business entity, individual, partnership, or corporation who submits a response to this RFP/EOI in accordance with the terms and conditions specified herein.

A Contractor and/or Seller is any bona fide business entity, individual, partnership, or corporation who, a) having submitted a proposal in compliance with the terms and conditions of a RFP/EOI; and b) being duly authorized to conduct business in the State of West Virginia; and c) whose proposal having been
selected as “most advantageous”, is issued a Contract/Purchase Order by WVU to provide goods or services as specified.

Contract/Purchase Order is the final document of agreement between West Virginia University and the successful Proposer, and may be referred to as Order. It will include the RFP/EOI, the Proposers response, and any other documentation that may be required to clearly state the agreement between WVU and the Seller.

The Evaluation Committee is the group of individuals selected by WVU to evaluate responses to the RFP/EOI. The committee may include, at WVU’s sole discretion, any employee, agent, consultant, or expert as required by WVU. The findings and recommendations of the committee are not binding on WVU.

**Proposer List and Qualification Evaluation**

After the established date for receipt of proposals, a list of parties who submitted proposals will be prepared and made available for public inspection. Proposals will not be opened and read publicly. Qualifications and proposals submitted by interested parties will be reviewed and evaluated based on the evaluation criteria set forth in the RFP/EOI.

**Proposal Classification and Discussions**

Proposals will initially be classified as either a) Acceptable; b) Potentially Acceptable; or c) Unacceptable. Discussions and fact-finding may be conducted, if required, with any or all of the Proposers whose proposals are found acceptable or potentially acceptable. Parties whose proposals classified as unacceptable will be notified promptly. Procurement Services will establish procedures and schedules for conducting oral and/or written discussions.

**Proposer Investigation**

WVU will make such investigation as it considers necessary to obtain full information on the proposer(s) selected for negotiations.

**Final Offers and Award of Contract**

Following any discussions with Proposers the Evaluation Committee will evaluate the final proposals/discussion session, giving due consideration to the established evaluation criteria. The Evaluation Committee will report its findings to Procurement Services who may or may not issue a Purchase Order/Contract based on which proposal or proposals are found to be the most advantageous to WVU.

**Submitting Your Proposal**

Specific instruction for submitting a proposal response can be found in previous Section 3 – Submitting Your Proposal.

Proposers are expected to examine the entire RFP/EOI, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposers risk. Each proposer shall furnish the information required by the RFP/EOI. Proposals must be typewritten. Time periods, stated in number of
days, in a RFP/EOI, or in the Proposers response, shall be in calendar days. By making a proposal, the Proposer warrants that: a) the Proposer has read and understands the RFP/EOI documents, instructions, terms and conditions; b) that the proposal is made in accordance therewith; c) the proposal is based upon the materials, equipment, systems, printing and/or services specified.

Inquiries, Information, Notice, and Correspondence

All inquiries, requests for information, notices, and correspondence concerning any RFP/EOI shall be submitted in writing to: Rossi E. Wiles, CPA, ESQ.
Construction Procurement Analyst
West Virginia University
Department of Procurement Services
One Waterfront Place / PO Box 6024
Morgantown, WV  26506-6024
Phone: 304-293-5711   ext. 2197 Email: rossi.wiles@mail.wvu.edu

The Department of Procurement Services is the only point of contact on all matters related to this RFP/EOI. Proposers should make any requests for additional information or clarification in writing only to Procurement Services.

Proposers are strictly prohibited from contacting any member of the evaluation committee. Failure to comply with this request will be cause for disqualification of the proposal.

Other Terms and Conditions

All Contracts executed by West Virginia University are bound by the Terms and Conditions found at the end of this Request for Proposals.

Warranties.

The Seller expressly warrants that the goods and/or services covered by this [Order/RFP/Contract] will (a) conform to the performance capabilities, specifications, functions, drawings, samples or other descriptions [furnished or specified by the Buyer] [applicable thereto as set forth in the Appendix]; (b) conform to the standards generally observed in the industry for similar goods and/or services; (c) be merchantable and fit for the purpose intended; (d) be free and clear of all liens, claims and encumbrances of any kind; (e) be free from errors or defects in material or workmanship; and (f) comply with all applicable laws, rules and regulations.

Interpretation, Correction or Changes in RFP/EOI

Any interpretation, correction, or change in a RFP/EOI will be made by formal addendum by WVU. Interpretations, corrections, or changes to a RFP/EOI made in any other manner will not be binding, and no proposer may rely upon any such interpretation, correction, or change.

Modification or Withdrawal of Proposals

Proposers may modify or withdraw their proposal before the time and date specified for receipt of proposals by giving notice in writing to Procurement Services. Notice shall include the signature of the
The proposer and shall be received before the designated time and date for receipt of proposals. Modifications must be worded so as not to reveal the amount of the original proposal.

**Erasures and Interlineations**

Erasures, interlineations, or other changes in the proposal must be initialed by the authorized individual(s) signing the proposal.

**Acknowledgment of Amendments to a RFP/EOI**

Proposers must acknowledge the receipt of any addenda or amendments to this RFP/EOI on the Proposal Response Certification (Attachment A).

**Quality Standards**

Brand names, when identified, include the standard of quality, performance, or use desired. Unless otherwise noted, proposals for equivalents may be considered, provided the proposer furnishes descriptive literature and other proof required by WVU. Samples, when required, must be furnished free of charge, including freight. In the event WVU elects to contract for a brand alleged to be an equivalent by the proposer, acceptance of the item will be conditional to WVU’s inspection and testing after receipt. If, in the sole opinion of WVU, the item is determined not to be equivalent, the item will be returned at the vendor’s expense and the contract terminated.

**Rejection of Proposals**

WVU shall have the right to reject any and all proposals, in whole or part; to reject a proposal not accompanied by a required security or other data required by the RFP/EOI documents; reject a proposal which is in any way incomplete or irregular; or to reissue a Request for Proposals.

**Award of Contract**

WVU may elect to award a contract(s) to a vendor(s) whose proposal is determined to be most advantageous to WVU with respect to conformance to the specifications, quality, and other factors as evaluated by WVU.

WVU may award a contract based on initial offers received, without discussion; therefore, each initial offer should contain the Vendor’s best terms from technical standpoint.

**Proposal Confidentiality**

Ownership of all data, materials, and documentation originated and prepared for WVU pursuant to the RFP/EOI shall belong exclusively to WVU and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Proposer must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing, either before or at the time the data or material is submitted. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information.
Insurance

General Provisions

The Contractor shall purchase and maintain for the duration of the work insurance coverage for not less than the minimum limits (or greater if required by law) set forth herein.

All such insurance policies shall provide for at least thirty (30) days prior written notice of cancellation to the Owner. The Certificate of Coverage shall be signed by an authorized agent and listing WVU Procurement Services; PO Box 6024; Morgantown WV 26506-6024, as Certificate Holder.

Employers Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease-Policy Limit</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$100,000</td>
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</tbody>
</table>

Commercial General Liability Insurance

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
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<tr>
<td>Products And Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal And Advertising Injury Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (Any One Fire)</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Expense (Any One Person)</td>
<td>$5,000</td>
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</table>

Commercial Auto Liability Insurance

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Combined Single Limits, Bodily Injury And Property Damage Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Medical Expense</td>
<td>$5,000</td>
</tr>
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</table>

Excess Liability

<table>
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<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence, Combined Single Limit, Bodily Injury And Property Damage Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate Limit</td>
<td>$1,000,000</td>
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</table>

Professional Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Claim &amp; Aggregate</td>
<td>$1,000,000</td>
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</table>

Indemnification

The Seller shall at all times indemnify, defend and hold harmless the Buyer, its officers, employees, agents and representatives from and against any claim, demand, liability, judgment, damage and expense, including reasonable attorneys’ fees and court costs, arising out of its breach of any representation, warranty or other obligation or provision of this [Order/Contract], or arising out of any other act or omission of the Seller, its officers, employees, agents and representatives, in connection with this [Order/Contract], or the goods and/or services provided there under.
TERMS AND CONDITIONS

1. ACCEPTANCE: Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.

2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract; including, without limitation, the validity of this Purchase Order/Contract.

3. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.

4. BUYER: For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.

5. CANCELLATION: The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.

6. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.

7. DELIVERY: For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.

8. DISPUTES: Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.

9. HOLD HARMLESS: The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.

10. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.

11. NON-FUNDING: All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

12. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.

13. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.

14. RENEWAL: The Contract may be renewed only upon mutual written agreement of the parties.

15. REJECTION: All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.

16. SELLER: For the purposes of these Terms and Conditions, the "seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued purchase Order from the Buyer.

17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, F.O.B. destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.

18. TAXES: The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.

19. TERMINATION: In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.

20. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.
PROPOSAL RESPONSE CERTIFICATION  
WEST VIRGINIA UNIVERSITY  
RFP/EOI #90001343W  
Architectural Engineering Services – ESB Southeast Expansion Project  

The undersigned, as proposer, declares that they have read the Request For Expression of Interest and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to all specifications contained therein.

It is further acknowledged addenda numbers ______ to ______ have been received and examined as part of the RFP/EOI document.

_______________________________
DATE

_______________________________  
Name of Proposer

_______________________________  
Signature of Proposer

_______________________________  
Title

_______________________________  
Company Name

_______________________________  
Street Address

_______________________________  
City, State, Zip

_______________________________  
Telephone

_______________________________  
Facsimile Number

_______________________________  
FEIN Number