REQUEST FOR EXPRESSION OF INTEREST

REGARDING

HISTORIC PRESERVATION ARCHITECTURAL DESIGN SERVICES

AT

WEST VIRGINIA UNIVERSITY

LOCATED IN

MORGANTOWN, WEST VIRGINIA

Response Deadline:
4:00 PM
on
March 3, 2006

RFP No:  90001307W

Issued by:

West Virginia University
Department of Procurement Services

February 2006
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I. INTRODUCTION

West Virginia University is looking for an architectural firm to support projects that involve historic preservation. This will be a three year agreement with two potential one year extensions. West Virginia University is looking for an Architecture firm that has Historic Preservation in-house. Projects can range from minor repairs to major renovations of the exterior, or interior of historic buildings.

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](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. HISTORICAL OVERVIEW

West Virginia University is in the process of applying for a grant from the Getty Foundation Campus Heritage Program, as one of the first projects for the University, the selected Proposer would be to develop a Preservation Plan for the Downtown Campus. This project will focus on 11 buildings built between 1870 and 1942:

**Martin Hall:** Completed in 1870 and the oldest building at WVU, Martin Hall houses the Perley Isaac Reed School of Journalism. The school, one of only 30 accredited journalism schools in the nation, offers five areas of study under the following disciplines: Advertising, Broadcast News, Journalism Education, News Editorial and Public Relations.
Woodburn Hall: The original Woodburn Hall was completed in 1893, with the two wings added by 1911. Woodburn houses the administrative offices for the Eberly College of Arts and Sciences and the Departments of History, Political Science, Interdepartmental Studies and Public Administration, as well as several classrooms.

Chitwood Hall: Chitwood Hall, completed in 1893, houses the Department of Foreign Languages. French, German, Russian and Spanish along with linguistics and foreign literature translation are offered with degree programs; the department also offers courses in Japanese, Italian, Chinese and Portuguese.

Stewart Hall: Stewart Hall was completed in 1902 and is also on the National Register of Historic Places. It was originally the comprehensive library for WVU, but now houses the President's office, some offices of the President's cabinet and the office of student accounts.
**Purinton House:** Originally built as the President’s home, Purinton House is home to some of the Office of Student Life programs, including the University Scholars Program, which offers a wide variety of scholarships ranging from $1000 Achievement scholarships to the Foundation Scholarship worth more than $42,000.

**Oglebay Hall:** Built in 1918 for Agricultural Sciences, Oglebay Hall is listed on the National Register of Historic Buildings. The facility will soon undergo renovations and eventually house various Eberly College of Arts and Sciences programs. The mast in front is from the battleship U.S.S. West Virginia which served in World War II. The bell is from the Armored Cruiser U.S.S. West Virginia, which served in World War I. Alpha Phi Omega Service Fraternity rings the bell for significant University events or in recognition of fallen leaders and friends.

**Colson Hall:** Built in 1925, Colson Hall has served many purposes on the campus of West Virginia University. A room for reserve course materials has been a part of the Library for many years. A reading room was provided for the reserve book collection in the first library unit built in 1931. During the 1950s through 1970s, Reserve was under the supervision of the Main Library Circulation Department. With the opening of Colson Hall, Reserve was transferred in June 1980 to Colson Hall with a librarian supervising the reserve reading materials and the circulating collection.
Clark Hall:  Opened as Chemistry Hall in 1926, this building was renamed Friend E. Clark Hall of Chemistry in 1968. Friend E. Clark was the Chemistry Department Chairperson between the years of 1919 and 1947, during which time he oversaw the construction of Chemistry Hall. Clark Hall houses the Department of Chemistry and the chemistry library. There are many labs, lecture halls, and smaller classrooms in this building.

Elizabeth Moore Hall:  Elizabeth Moore Hall, built in 1928 and on the National Register of Historic Places along with Martin, Chitwood, and Woodburn halls, houses a pool, roof garden, dance studio and a small gymnasium for fencing. Also inside are the offices of Student Life, International Students, Off-Campus Housing, Study Abroad, Service Learning and the Student's Attorney for noncriminal matters.

Charles C. Wise, Jr. Library:  Built in 1931, the Charles C. Wise Jr. Library on University Avenue contains many of the system's special collections, including the West Virginia and Regional History Collection, the Appalachian Room, the Rare Book Room and WVU's art collections. The facility also houses general book collections and several reading rooms with laptop computer connections. Wise Library is adjacent to the new Consolidated Downtown Library Complex, and a glass-encased atrium with a skylight joins the two buildings.
The Mineral Industries Building was completed in 1942. It was later named White Hall in honor of Israel Charles White, a geology professor and owner of the land on which White Hall stands. Today, White Hall houses the: Department of Geology and Geography, Environmental Geoscience Program, Statewide GIS Technical Center and The WVU Press.

III. SCOPE OF SERVICES

This project is contingent upon funding being commissioned through the Getty Foundation (Los Angeles, CA) Campus Heritage Program (Getty), a competitive funding program dedicating to helping universities and colleges in the United States manage and preserve the integrity of their significant historic buildings, sites, and landscapes. Getty program funding provides support for architectural planning activities.

3.1 Activities to be undertaken by the architecture team:

- **Historical Research**
  - Determine origins, changes, significant cultural and historic events through research in the WVU Library, WVU Facilities Maintenance archives, and other local library and archival resources

- **Existing Conditions Survey**
  - Assess and document exterior systems: roofs, windows, masonry, landscapes
  - Assess and document interior systems: plumbing, communications, electricity, conveyance, structural
  - Identify, document, and assess architecturally defining exterior details and interior features

- **Historic Materials, Systems, and Design Analysis**
  - Identify areas of greatest concern
  - Recommend preservation and conservation tasks
  - Determine appropriate materials, finishes, and practitioners
  - Identify cyclical maintenance tasks

- **Restoration and Maintenance Cost Analysis**
  - Determine costs of identified preservation tasks
  - Determine costs of cyclical maintenance tasks

- **Develop Building-Specific Reports and Final “Living” Report**
  - Compile final documentation for delivery to WVU
  - Plan “refresh” schedule to update plan and revisit recommendations

- **Develop Training and Education Programs for**
  - Administrative decision-makers
  - Maintenance staff involved in day-to-day decision-making
  - Community: students, faculty, alumni, West Virginians
3.2 **Conditions and other considerations:**
- Work on the project above must be completed in 12 months, beginning no later than September 2006.
- The architectural team will report to Robert Moyer, Manager of Planning Services for Facilities Management of West Virginia University.
- The architectural team will meet with the Preservation Committee of WVU to present progress reports and collect feedback about progress.
- Recommendations are expected to follow project the generally accepted principles of the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- The architectural team is expected to include experts in preservation of exterior systems, interior systems, and landscape architecture.

**IV. PRE-PROPOSAL CONFERENCE**

4.1 There will be no pre-proposal conference. Any and all questions are to be addressed and e-mailed to Rossi.Wiles@mail.wvu.edu. 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 February 16, 2006.

**V. SUBMITTING YOUR PROPOSAL**

5.1. 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.

5.2. Proposal responses are due no later than March 3, 2006; 4:00 pm.

5.3. 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.

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

5.5. 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.
VI. 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, March 3, 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.

VII. 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.

VIII. QUALITY AND CONTENT OF PROPOSAL

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

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

8.3. Demonstrated Experience working with West Virginia State Historic Preservation Office;

8.4. Demonstrated Experience in creating a Preservation Plan, as outlined in the Getty Foundation Campus Heritage Program Project listed above;
8.5. 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;

8.6. 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

8.7. 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.

IX. SCOPE SPECIFICATIONS

9.1 Professional services may include, but may not be limited to, Historic Preservation Design, Architectural Design services, bidding, construction contract administration services, post-contract services and other professional services as necessary to meet the program requirements.


X. RESPONSE SPECIFICATIONS

10.1 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.

10.2 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?

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

10.4 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.
10.5 Provide any pertinent information necessary to respond to other issues addressed in Section 5 – Proposal Evaluation Criteria.

10.6 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.

XI. 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.

XII. CONTRACT INFORMATION

12.1 Contract

Upon successful qualification, the firm selected will be expected to enter into an Open End 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 A101 & A201 – 1997 Edition and A107 – 1997 Edition and their respective State of WV Supplementary Conditions, proposal documents, and Official WVU Purchase Order and terms and conditions thereto.

12.2 Contract Term

The term of the Contract will be three (3) initial years, plus two (2) optional renewal terms of three (3) years each, for a maximum of nine (9) years. The contract may be extended without renewal for such
reasonable time after expiration of any term as is necessary to obtain a new contract. Such “reasonable time” shall not exceed twelve (12) months. The vendor may terminate this contract for any reason upon expiration of the initial three (3) year term of this contract by giving written notice of such termination to the Chief Procurement officer after giving thirty (30) days written notice.

The Contract may be renewed upon mutual written consent of the parties; such request shall be submitted to the Chief Procurement Officer within thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions as set forth in the original contract.

Regional Campuses & Other Institutions of Higher Education: Any and all Regional Campuses of WVU and other State Institutions of Higher Education are permitted to use this contract.

XIII. PROPOSAL EVALUATION CRITERIA

13.1 EVALUATION CRITERIA

- Proposal evaluation will include but not be limited to the criteria identified below.
- Quality and Content of Proposal.
- Firm/Team Qualifications. The architectural team is expected to include experts in preservation of exterior systems, interior systems, and landscape architecture
- Demonstrated Experience in successful completing renovation projects that meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- Demonstrated Experience working with West Virginia State Historic Preservation Office.
- Demonstrated Experience in creating a Preservation Plan, as outlined in the Getty Foundation Campus Heritage Program Project listed above.

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.

XIV. 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:

RFP/EOI Publication and Distribution to Interested Parties
Receipt of Proposals
Initial Proposal Evaluation
Vendor Discussions and Fact Finding (If Required)
Selection of Most Advantageous Proposal(s)
Contract / Fee Negotiations
Contract(s) Award
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
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

- Each Accident $100,000
- Disease-Policy Limit $500,000
- Disease – Each Employee $100,000

Commercial General Liability Insurance

- General Aggregate $2,000,000
- Products And Completed Operations Aggregate $1,000,000
- Personal And Advertising Injury Liability $1,000,000
- Each Occurrence $1,000,000
- Fire Damage (Any One Fire) $300,000
- Medical Expense (Any One Person) $5,000

Commercial Auto Liability Insurance

- Combined Single Limits, Bodily Injury And Property Damage Liability $1,000,000
- Medical Expense $5,000

Excess Liability

- Each Occurrence, Combined Single Limit, Bodily Injury And Property Damage Liability $1,000,000
- Aggregate Limit $1,000,000

Professional Liability

- Per Claim & Aggregate $1,000,000

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, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.

16. SPECIFICATIONS: 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, FOB 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.
ATTACHMENT A

PROPOSAL RESPONSE CERTIFICATION
WEST VIRGINIA UNIVERSITY

RFP/EOI #90001307W

Architectural Engineering Services – Historical Preservation 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