



REQUEST FOR PROPOSAL (RFP)

RFP-453

Student Housing Master Plan

Issue Date: January 23, 2026

Due Date: March 16, 2026

SUBMITTAL DUE DATE AND TIME:

One (1) **original technical and cost proposal** plus one (1) convenience copy, as well as an electronic copy (submitted on a USB drive) to:

Monica J. Cochran
Director of Procurement
Fairmont State University
Hardway Hall Room 242
1201 Locust Avenue
Fairmont, WV 26554

The outside of the envelope or package(s) for both the technical and the cost proposal should be clearly marked:

REQ/RFP #: RFP-453
Opening Date: March 16, 2026
Opening Time: 3:00 p.m.

Late submittals will not be accepted. Proposals will be accepted until the time and date specified.

TABLE OF CONTENTS

LETTER OF INTENT (to submit a bid) – and attend the Mandatory Pre-bid Conference:	4
SECTION 1: GENERAL INFORMATION / BACKGROUND	5
1.1 Purpose:	5
1.2 Location and Operating Environment:	5
1.3 Background:.....	6
1.4 Existing Housing System:.....	6
1.5 Definitions:	7
1.6 Acknowledgement:.....	7
1.7 Schedule of Events:	8
1.8 Letter of Intent to Submit a Bid (and attend the mandatory pre-bid conference):.....	8
1.9 Mandatory Pre-bid Conference:.....	8
1.10 Vendor Presentations:.....	8
1.11 Inquiries:.....	8
1.12 Response to Vendor's Questions/Inquiries:.....	9
1.13 Verbal Communication:.....	9
1.14 Addenda:	9
SECTION 2: PROJECT SCOPE AND SPECIFICATIONS	10
2.1 General Scope and Objectives:.....	10
2.2 Facilities Assessment:.....	10
2.3 Department of Residence Life Visioning Session(s).....	10
2.4 Lifestyle Market Analysis:.....	10
2.5 Student Housing Market Analysis:	11
2.6 Financial and Operational Issues:.....	11
2.7 New Construction Analysis/Project Direction:.....	11
2.8 Financial/Operations Analysis/Construction:.....	12
2.9 Capacity Analysis of Bed Growth Potential, Meal Plan Increases & Classroom Capacity:	13
2.10 Comprehensive Student Housing Master Plan:.....	13
2.11 Minimum Qualification Requirements:	13
2.12 Vendor References:.....	13
SECTION 3: TECHNICAL RESPONSE/SUBMISSION REQUIREMENTS/BID OPENING:	14
3.1 Economy of Preparation:.....	14
3.2 Incurring Cost:	14
3.3 Proposal Format/Content:	14
3.4 Proposal Submission:	15
3.5 Purchasing Affidavit:.....	15
3.6 Bid Response Certification:	16
3.7 Technical Bid Opening:	16
3.8 Cost Bid Opening:	16
SECTION 4: EVALUATION AND AWARD	17
4.1 Evaluation Process:.....	17
4.2 Evaluation Criteria:	17
4.3 Independent Price Determination:.....	18
4.4 Rejection of Proposals:.....	18
SECTION 5: CONTRACT TERMS AND CONDITIONS.....	19
5.1 Contract Provisions:	19
5.2 Public Record:.....	19
5.3 Conflict of Interest:.....	19
5.4 Vendor Relationship:.....	19
5.5 Term of Contract and Renewals:	20

5.6	Non-Appropriation of Funds:	20
5.7	Changes:	20
5.8	Invoices:.....	20
5.9	Purchasing Card Acceptance:	21
5.10	Liquidated Damages: <i>Not applicable</i>	21
5.11	Contract Termination:	21
5.12	Special Terms and Conditions:	21
5.13	Record Retention (Access and Confidentiality):.....	21
5.14	Agreement Addendum Form WV-96:.....	22
5.15	Vendor Registration:	22
SECTION 6: Cost Proposals Format / Bid Sheets.....		23
ATTACHMENT A: PURCHASING AFFIDAVIT.....		24
ATTACHMENT B: BID CERTIFICATION RESPONSE		25
ATTACHMENT C: ADDENDUM TO VENDOR'S STANDARD CONTRCTUAL FORMS		26
ATTACHMENT D: DISCLOSURE OF INTERESTED PARTIES		28

LETTER OF INTENT (to submit a bid) – and attend the Mandatory Pre-bid Conference:

My company intends to submit a bid response for RFP-.

Company Name:	
Contact Name:	
Address:	
City, State, Zip:	
Phone #:	
Fax #:	
Email Address:	

Signature: _____

Title: _____

RFP addendums (if any) will be sent (by email) to the contact person listed above.

Please return by email no later than February 4, 2026. Please return to:

**Monica J. Cochran, Director of Procurement
Fairmont State University
Email: monica.cochran@fairmontstate.edu**

SECTION 1: GENERAL INFORMATION / BACKGROUND

1.1 Purpose:

Fairmont State University, herein after referred to as “Fairmont State” or “University” is seeking to establish a contract for a comprehensive Student Housing Master Plan. The master plan will address the complex housing issues associated with an urban commuter-campus environment and cultivate the University’s Residence Life program to meet the current and future demand of campus and to encourage on-campus living by improving the quality of life and satisfying student needs. The master plan must provide direction for the university’s housing for the next 20 years. The University, therefore, is seeking to obtain competitive proposals via this Request for Proposal (RFP) document.

This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Location and Operating Environment:

Fairmont State University is a comprehensive, student-centered, state-supported institution offering dozens of certificate and degree programs at the associate, bachelor, and master levels via 40+ degree programs and over 100 programs of study.

Fairmont State turns opportunity, passion, and hard work into excellence in a vibrant, close-knit campus community where students and teachers become friends for life. Here, students enjoy the opportunities offered by a comprehensive state university combined with the personal attention and campus atmosphere they’d expect from a small, private school. The University demonstrates its commitment to educating West Virginians like no other school in the state—nearly 90 percent of our student body are native West Virginians.

Fairmont State University has a profound cultural and economic impact in the region. In fact, Fairmont State generates a total annual economic impact of nearly \$93 million. We not only educate students for today’s in-demand careers, but we also prepare them for 21st Century professions that include degrees ranging from national security and intelligence to cyber security and forensics. We strive to create a talent pipeline, one that keeps that homegrown talent here, one that feeds a sustainable, innovative economy in this region and ensures West Virginia’s growth and vibrancy.

Fairmont is known as “The Friendly City.” Spend a little time here and you’ll understand why—the smiles you’ll see on campus are reflections of the geniality of the community that surrounds us. The University is only an hour and a half drive from Pittsburgh, Pennsylvania, a three-hour drive from Columbus, Ohio, and we’re three and a half hours from Washington DC. We’re also close to dozens of cultural and historic areas and state parks.

- **Mission:** Fairmont State University is a comprehensive, regional university committed to educating global citizen leaders in an environment distinguished by a commitment to excellence, student success and transformational impact.
- **Values:** Commitment to student success, academic integrity, diversity and inclusion, community engagement, and continuous improvement
- **Campus:** A vibrant campus community featuring modern facilities, state-of-the-art technology, and a range of student services and extracurricular activities designed to enhance the student experience.
- **Community Impact:** Active engagement with the local community and beyond, emphasizing partnerships, service-learning, and collaborative projects that contribute to regional and global progress.

Fairmont State University is dedicated to fostering an inclusive and dynamic learning environment that equips students with the skills, knowledge, and experiences needed to thrive in an ever-changing world.

1.3 Background:

Fairmont State University is the 5th largest institution, by enrollment, in the State of West Virginia. The current enrollment is approximately 3,241 headcount for undergraduate and graduate students combined. The campus has a target growth of 5,000 students over the next 6 years. It is anticipated that the growth will occur across the board and affect all sectors of students. The impact this growth will have on the Residence Life facilities is expected to cause a need for additional beds.

The University undertook its most recent campus master planning effort beginning in 2012.

The initiatives and priorities of this master plan were to address additional residence halls, campus vehicular circulation, land acquisition, campus parking, campus dining/student center, campus entry & Locust Avenue, additional academic buildings, library expansion, community college issues, and athletic fields.

1.4 Existing Housing System:

Fairmont State University's Department of Residence Life currently operates five residential facilities: Bryant Place, Morrow Hall, Pence Hall, Prichard Hall, and University Terrace. Together, these facilities total approximately 288,538 square feet and provide a combined maximum capacity of 1,170 beds.

The University's housing system offers a range of living options, from traditional corridor-style residence halls to suite-style and apartment-style accommodations. Morrow, Pence, and Prichard Halls feature traditional double-loaded corridors with centrally located community bathrooms and shared lounges, while Bryant Place provides modern suite-style living with private bathrooms in each unit. University Terrace houses mostly athletes and upper-class students and has studios, double, quad, and semi-suite style housing.

BRYANT PLACE: This 110,000 square foot building was completed in 2004. It houses 400 beds in a mix of 40 double bedroom and 60 single bedroom suites. Each suite contains 4 beds, 2 sinks, 1 toilet, and 1 shower. The 6-story building is divided into north and south wings of 40 beds per wing. There is a kitchenette for alternating wings and a large central student lounge on floors 2,3,4, and 5. The building also includes 1 classroom on the 6th floor as well as an Esports Arena for gaming enthusiasts.

MORROW HALL: This 37,000 square foot building was built in 1923. It is one of the traditional style dorms and offers 163 beds. Most residents share a common lounge, kitchen, as well as bathrooms. There are a few rooms that have private baths. Additions were added to both ends of the building in 1957.

PENCE HALL: This 24,000 square foot building accommodating 118 beds and was completed in 1958. Since that time, there have been several renovations to the building. It is one of the traditional style dorms. Residents share lounge and bathrooms. Currently, operations for campus police are housed on the first floor.

PRICHARD HALL: This 30,000 square foot building was built in 1963. This facility has had several renovations to the common lobby area. Residents share lounge, kitchen, and bathrooms. This facility can accommodate 144 beds.

University Terrace: Constructed in 2016, University Terrace is a modern apartment-style residential complex consisting of three buildings: North, West, and East, all totaling approximately 106,000 square feet. The North and West buildings are connected, while the East building stands independently. Together, they provide housing for approximately 345 beds in a mix of studio, quad, and double apartments. Each apartment features private bedrooms, a shared living area, kitchen, and bathroom facilities. Designed to promote independence and community, University Terrace offers upper-division students contemporary living experience with the comfort and convenience of on-campus housing. UT is the newest residence hall on campus.

Facilities Condition and Maintenance

The Department of Residence Life is committed to ongoing reinvestment in its facilities, with maintaining the buildings in strong physical condition being a top priority. In recent years, numerous maintenance projects have been completed, including the replacement of floor coverings, roofing systems, and thru-wall room HVAC units. Floor coverings and furniture are evaluated annually and replaced as needed. Most of the original fixed-in-place student room furniture has already been removed and replaced with more flexible, modern options.

Despite these improvements, several major infrastructure components—such as windows and mechanical and electrical systems—remain original to the buildings and are now in need of replacement or upgrade. This purchase request supports addressing these remaining critical needs.

1.5 Definitions:

The following definitions will be part of any contract awarded for order placed as result of this RFP.

Addendum: Written clarification or revision to this RFP issued by Fairmont State University Purchasing Office.

Bidder: An individual or business entity submitting a bid proposal in response to this RFP.

Contract: This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by Fairmont State University.

Contractor: The bidder awarded a contract resulting from the RFP.

Equipment, Item or Product: Refers to the purchase unit.

Institution or Agency: Fairmont State University

May: Denotes that which is permissible, not mandatory.

Shall or Must: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejections of a bid proposal as materially non-responsive.

Should: Denotes that which is recommended, not mandatory.

State: State of West Virginia

University, The University, or FSU: Fairmont State University

1.6 Acknowledgement:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives,

problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

- 1.6.1** Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.
- 1.6.2** The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.7 Schedule of Events:

RFP Release Date.....	January 23, 2026
Intent to Bid due date.....	February 4, 2026
Mandatory Pre-Bid Meeting	February 11, 2026
Vendor Questions Due	February 16, 2026
Addendum Issued (to respond to vendor's questions).....	February 23, 2026
Bid Opening Date	March 16, 2026
Evaluation Committee Meets	Week of March 23, 2026
Vendor Presentations (top four technical scores)	Week of April 6, 2026
Letter of "intent to award" Issued	April 20, 2026
Contract Award	Approx May 4, 2026

1.8 Letter of Intent to Submit a Bid (and attend the mandatory pre-bid conference):

Vendors planning to submit a bid as a result of this RFP are requested to return the Letter of Intent (page 4 of bid package) by February 4, 2026

1.9 Mandatory Pre-bid Conference:

There will be a mandatory pre-bid conference at 10 a.m. on February 11, 2026, at Fairmont State University, Education Building Conference Room 303. All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor. Those attending the conference must submit the "Letter of Intent" found on page 4 of the RFP.

After the pre-bid conference, prospective bidders will be given a campus tour. Site visits must be accompanied by a Fairmont State representative.

1.10 Vendor Presentations:

All proposals, information and responses must be submitted in writing. The top three or four vendors who receive the highest technical scores will be asked to make an oral presentation to the evaluation committee. The oral presentations will tentatively be held the week of April 6, 2026.

1.11 Inquiries:

Inquiries regarding specifications of this RFP must be submitted in writing to the Director of Procurement. The only exception is for questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.7. All inquiries of specification clarification must be addressed to:

Monica J. Cochran, Director of Procurement – monica.cochran@fairmontstate.edu
Fairmont State University
Hardway Hall Room 242
1201 Locust Avenue
Fairmont, WV 26554

No contact between the Vendor and the University is permitted without the express written consent of the Director of Procurement. Violation may result in rejection of the bid. The Director of Procurement named above is the sole contact for any and all inquiries after this RFP has been released.

1.12 Response to Vendor's Questions/Inquiries:

Any vendor questions will be answered in an RFP Addendum which will be distributed (via email notification) to vendors who submitted a Letter of Intent to Bid. The addendum will be released via email notification no later than February 23, 2026. Addendum will also be posted on the Fairmont State University Procurement webpage. Only the written response to questions will be binding.

1.13 Verbal Communication:

Any verbal communication between the Vendor and any University personnel is **not** binding. Only information issued in writing and added to the RFP specifications by an official written addendum by Procurement is binding.

1.14 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Procurement Office.

SECTION 2: PROJECT SCOPE AND SPECIFICATIONS

2.1 General Scope and Objectives:

The Fairmont State University, Department of Residence Life, wishes to retain the services of a University Planning Consultant to develop a student housing master plan for the University's housing facilities.

The scope of services is to include:

- 2.2 Facilities Assessment
- 2.3 Department of Residence Life Visioning Session(s)
- 2.4 Lifestyle Market Analysis
- 2.5 Student Housing Market Analysis
- 2.6 Financial and Operational Issues (Bond Refunding & Reinvestment)
- 2.7 New Construction Analysis/Project Direction
- 2.8 Financial/Operations Analysis/Construction
- 2.9 Capacity Analysis of Bed Growth Potential, Meal Plan Increases, & Classroom Capacity
- 2.10 Deliver to the University a comprehensive student housing master plan incorporating the results of the above components.

This study will require specialized expertise and experience in the development of university- level student housing master plans. The prime consultant must have completed at least 2 comprehensive 4-yr university student-housing master plans for institutions of at least a minimum size of 5,000 headcount

2.2 Facilities Assessment:

The consultant is expected to develop an assessment of each residence hall and establish a renovation/conversion or replacement strategy, including how the project will be phased in over 10- 20 years.

2.3 Department of Residence Life Visioning Session(s)

Through a variety of individual and group meetings, determine the desired educational outcomes of the Department of Residence Life's leadership team. In addition, interviews with key campus leaders and student leaders will be expected. Provide an assessment of the role the existing residence hall structures play in the overall success of the Fairmont State campus, and how that role could be enhanced in the future through modified space use, new programming options, alignment with academic initiatives or other methods. Included within this phase of the study will be a summary report of findings examining the above referenced topics. The report will include discussion, documentation, and proposed options relating to the topics.

2.4 Lifestyle Market Analysis:

Provide an assessment of the needs and desires of Fairmont State students in their residential environment and the degree of fit with the existing residential spaces. At least two focus group discussions with current residents shall be conducted to understand the positive and negative attributes of the existing halls from a lifestyle support point of view and an academic-support point of view, in comparison to other housing choices available to students. In addition, at least two focus group discussions with off-campus residents shall be conducted to understand the positive and

negative attributes of living in apartment and stand-alone houses in relation to lifestyle support and academic support points of view. Finally, a more comprehensively administered student survey would be expected to provide specific summary information for all possible recommended proposals.

The existing buildings shall be examined, and options explored to modify or improve the residential models to better fit market desires or improve rental value. Consider all opportunities for aesthetically re-configuring these buildings and their site to create an inspired Residence Life program. Demolition may be considered an option; justification showing the cost-benefit of this option will be required. Meetings with City of Fairmont officials to determine both on-campus and off-campus student issues would be expected.

2.5 Student Housing Market Analysis:

Conduct a market analysis of the new and continuing student population's desire to live on campus, including the possibility of capturing juniors and seniors into newly constructed or configured housing options. It is anticipated that Fairmont State will continue to have its freshman and sophomore on-campus living residency requirements. An assessment of the off- campus living accommodations that represent the competitive market shall be analyzed for market conditions and comparisons. Provide identification of upper-division student residential marketing programs. Review of peer and aspiring institutions, including their existing housing program and proposed upgrades. Peer institutions should include West Virginia University, Shepherd, West Liberty, Glenville, and Private Institutions in 13 County Area

2.6 Financial and Operational Issues:

Provide an assessment of the existing Residence Life financial and management operations as they affect current and future success of their program. Issues relating to revenue options and enhancement, and long-term implications of maintenance or rehabilitation investment shall be included. This assessment shall describe a program that will keep the residential units operating as successful financial facilities over the short and long term.

Using Fairmont State's existing financial model (attached), provide financial modeling proposals for a series of projects; to include revenue stream, capital costs, operating costs, and inflationary data.

Review existing bond refunding and reinvestment (market) opportunities and recommend timing and plan for this in conjunction with master plan recommendations.

2.7 New Construction Analysis/Project Direction:

Analyze new and continuing student preferences for housing life-style configuration and design. Relate new housing construction to the University Master Plan, to most appropriate site identification, and to the type of new housing in a phase plan that reflects viability based upon the market/need analysis. For example, the University member's current expressed assumption is that any new construction should accommodate various sub-populations of students such as freshmen & sophomore students upper-class & graduate students, non-traditional single students, and married & family living students. Such assumptions need to be analyzed and validated to include potential influence/impact upon existing facilities/programs as well as the off-campus apartment competitive market. Provide itemized costs for each aspect and phase of the renovation project and provide definitions of project items that must be taken on together.

Consultant to review, document, and analyze the existing housing facilities and programs and their ability to adequately perform over the next five, ten, fifteen, and twenty year timeframes. Based upon the agreed upon housing program and target bed demand model, develop recommendations

that align with the proposed Strategic Plan and are sensitive to the financial constraints of the client and related cost estimates regarding:

1. Building and life safety codes and ADA issues
2. Civil, landscape, hardscape, architectural, structural, HVAC, plumbing, fire protection, electrical, lighting, teledata/cabling and security systems.
3. Renovations and/or new construction to accommodate the targeted housing program, including sustainable features.
4. Impact of the targeted housing program on campus dining, recreation, and parking.

Analyze the available funding/construction opportunities, including bonds, developer funding with leaseback to Fairmont State, and other creative means to finance the recommended construction. Provide the pros and cons of each option including up-front costs, timing, and impact on the existing housing complex and infrastructure/utilities. Develop a weighted matrix to compare the options. Summarize with a recommended plan to achieve the necessary construction.

2.8 Financial/Operations Analysis/Construction:

Provide an analysis of the management and financial dimensions of the existing Residence Life system to identify financial/operation options and debt service potential. Include current and projected revenue versus expenditures. A financial plan, using existing reporting model, shall be developed which identifies the best and most cost-effective approach to the management, financial operations, and construction for the next twenty (20) years, including funding plan for bond refunding and re-bonding to support renovations and new construction.

The study must include a comprehensive review of available financing and project delivery options, including but not limited to:

2.8.1 Institutional Financing

- Use of institutional capital; bonding capacity analysis; debt-service modeling.
- Impact on credit rating, operating budget, and long-term capital plan.

2.8.2 Public-Private Partnership (P3) Scenarios

- Ground lease structures, availability-payment models, concession arrangements.
- Financial modeling of developer-led design/build/finance/operate/maintain options.
- Risk allocation, ownership implications, and long-term financial impact.

2.8.3 Hybrid Funding Approaches

- Mixed financing models combining institutional and private capital.
- Grants, tax-exempt bonds, tax credit incentives, or other innovative funding mechanisms.

2.8.4 Affordability Analysis

- Rental rate modeling for each financing scenario.
- Assessment of student affordability, market competitiveness, and revenue sustainability.
- Provide 20–30-year pro forma operating models for each recommended option.
- Compare scenarios using net present value (NPV), return on investment (ROI), and payback period analysis.

- Assess impacts on institutional financial metrics and operational risk.

2.9 Capacity Analysis of Bed Growth Potential, Meal Plan Increases & Classroom Capacity:

Provide capacity analysis of classroom usage and potential growth for students in existing classroom space, to include review of hours of use of the classrooms, building by building reviews with a composite report for on and off campus owned facilities.

Provide capacity analysis to grow beds above the existing bed count.

Provide assessment of future maintenance staff needs and operational staff needs for each new or renovated facility.

Work in conjunction with the current food service provider to determine the potential growth to meal plan and at what cost to renovate/create these facilities.

2.10 Comprehensive Student Housing Master Plan:

The consultant is expected to deliver a master plan that will be a comprehensive summary document addressing all of the above components. The consultant will be required to submit 20 copies of the final document as well as providing an electronic version to the University for its use. All survey, focus group results and other data gathering should be included in Appendices.

2.11 Minimum Qualification Requirements:

Bidders should be able to demonstrate their current capability and possess a record of successful past performance in providing substantially similar products and/or services as those specified in this RFP. Accordingly, prospective Bidders should conform to the following minimum qualification standards and provide the required information in order to be considered for award:

- Minimum of five (5) years of experience providing the required services in this RFP.

2.12 Vendor References:

Provide the names, telephone numbers and mailing addresses of at least three higher education clients and the contact person from whom references may be obtained for both the firm and the key personnel assigned to the engagement. References should be from clients comparable to the type and scope of services solicited in this RFP.

SECTION 3: TECHNICAL RESPONSE/SUBMISSION REQUIREMENTS/BID OPENING:

3.1 Economy of Preparation:

Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content. Proposal should be typed and submitted on 8.5 by 11-inch paper bound securely.

3.2 Incurring Cost:

Neither the University nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

3.3 Proposal Format/Content:

While there is no intent to limit the contents of any proposal, proposals should conform to the tab format outlined below to ensure that all pertinent information necessary for evaluation is included and to facilitate review.

Tab 1 **Cover Letter summarizing response signed by an authorized representative of the firm.**

Tab 2 **Table of Contents**

Tab 3 **Firm Qualifications**

- Overview of firm -- provide a general description of the Bidder's background, nature of business activities, and verifiable experience providing the required products and/or services. It should explain the ability of the Bidder to satisfactorily perform the required work as a result of (a) experience in performing work of a similar nature to that identified in the RFP; (b) demonstrated experience working with similar organizations to the University; (c) strength and stability of the Bidder; (d) current staffing capability and availability; (e) current work load; and (f) proven record of meeting schedules on similar type of work.
- Descriptions of five projects of a similar nature undertaken by the firm. Include the current client's organization name, contact name, title, telephone number and email address of the contact person
- Resumes for each of the staff members (including any subcontractor staff) to be assigned to the project
- Organization chart describing roles and reporting relationships of project staff
- Any other additional supporting material the firm deems important

Tab 4 **Work Plan**

- Summary of firm's proposed approach/philosophy
- A detailed description of the proposed methodology, including tasks and deliverables for each phase
- A detailed timeline for completion of each phase

Tab 5	Completed and signed attachments
Tab 6	Fee Proposal (submitted in a separate sealed envelope)
	<ul style="list-style-type: none">• A listing of total fees and estimated reimbursable expenses for the scope of services as outlined in Section 2 of this RFP• Costs should be itemized, separated out as much as possible• A separate listing of additional services the consultant would like to suggest and associated fees

3.4 Proposal Submission:

Proposals must be received in **two distinct parts**: technical and cost.

- **Part 1: Technical proposals** (sections 1, 2, 3, 4 and 5) must not contain any cost information relating to the project.
- **Part 2: Cost proposal** (section 6) shall be sealed in a separate envelope and will not be opened initially.

3.4.1 All proposals must be submitted to the University **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

3.4.2 Vendors should allow sufficient time for delivery. In accordance with ***West Virginia Code*** §5A-3-11, the University cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

3.4.3 Vendors responding to this RFP shall submit:
One (1) original technical and cost proposal plus one (1) convenience copy; as well as one electronic copy (on a USB drive) to:
Monica J. Cochran
Director of Procurement
Fairmont State University
Hardway Hall Room 242
1201 Locust Avenue
Fairmont, WV 26554

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

REQ/RFP #: RFP-453
Opening Date: March 16, 2026
Opening Time: 3:00 p.m.

3.5 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal. (ATTACHMENT A)

3.6 Bid Response Certification:

Fairmont State University is requesting vendors read and sign the Bid Response Certification to declare they have read Request for Bids, and the proposal is submitted on the basis that the vendor agrees to all specifications contained therein. (ATTACHMENT B)

3.7 Technical Bid Opening:

The Procurement Office will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the evaluation committee.

3.8 Cost Bid Opening:

After the evaluation and scoring of the technical proposals, the Procurement Office will open the cost proposals. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to ***West Virginia Code*** §5A-3-11(h) and ***West Virginia Code of State Rules*** §148-1-6.2.5.

SECTION 4: EVALUATION AND AWARD

4.1 Evaluation Process:

Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract.

In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked bidder, the state reserves the right to undertake negotiations with the next highest ranked bidder and so on until mutually acceptable terms can be reached.

The selection of the successful Vendor will be made by consensus of the evaluation committee.

4.2 Evaluation Criteria:

All evaluation criteria are defined in the specifications section and based on a 100-point total score. Cost shall represent a minimum of 30 of the 100 total points.

Step 1: Technical Proposal Evaluation **70 Points**

The following are the evaluation factors and maximum points possible for technical point scores:

- Firm and Staff Qualifications 10 Points
- Relevant Experience/References 20 Points
- Methodology/Approach/Timeline 40 Points

Step 2: Cost Proposal (Tab 6) **30 Points**

Points for cost will be determined by the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\text{Low Bid}}{\text{Bid being evaluated}} = \times 30 = \text{Cost Score}$$

4.2.1 Technical Evaluation: The University evaluation committee will review the technical proposals and make a final recommendation to the Procurement Office.

4.2.2 Minimum Acceptable Score: Vendors must score a minimum of 70% of the total technical points possible. The minimum qualifying score on the technical portion is 49 points in order to be eligible for Oral Presentations. All vendors not attaining the minimum acceptable score (MAS) will be disqualified and removed from further consideration. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to ***West Virginia Code*** §5A-3-11(h) and ***West Virginia Code of State Rules*** §148-1-6.2.5.

4.2.3 Cost Evaluation: The Procurement Office will review the cost proposals, assign appropriate points, and make a final recommendation of award.

4.3 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

4.4 Rejection of Proposals:

The University reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The University further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the University confers no rights upon the bidder nor obligates the University in any manner.

SECTION 5: CONTRACT TERMS AND CONDITIONS

5.1 Contract Provisions:

The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.

5.2 Public Record:

All documents submitted to the University related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Fairmont State University Procurement Office.

Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to ***West Virginia Code*** §5A-3-11(h) and ***West Virginia Code of State Rules*** §148-1-6.2.5.

5.2.1 Risk of Disclosure: The only exemptions to disclosure of information are listed in ***West Virginia Code*** §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The University does not guarantee non-disclosure of any information to the public.

5.2.2 Written Release of Information: All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 30 cents per page.

5.3 Conflict of Interest:

Vendor 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 University.

5.4 Vendor Relationship:

The relationship of the Vendor with the University 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 RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University 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, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the University and shall provide the University 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.

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the University.

- 5.4.1 Subcontracts/Joint Ventures:** The Vendor may, with the prior written consent of the University, enter into subcontracts for performance of work under this contract.
- 5.4.2 Indemnification:** The Vendor agrees to indemnify, defend, and hold harmless the State and the University, 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 laws.
- 5.4.3 Governing Law:** This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.

5.5 Term of Contract:

This contract will be effective (beginning date set upon contract award) and shall extend to (ending date set upon contract award). If needed, the contract can be extended to allow completion of services. A change order will be necessary for any changes.

5.6 Non-Appropriation of Funds:

If funds are not appropriated for the University in any succeeding fiscal year for the continued use of the services covered by this contract, the University may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The University shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the University receives notice. No penalty shall accrue to the University in the event this provision is exercised.

5.7 Changes:

If changes to the contract become necessary, a formal contract change order will be negotiated by the University and the Vendor.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE PROCUREMENT OFFICE.

5.8 Invoices:

The Vendor shall submit invoices, in arrears, to the University at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of Fairmont State on the basis of percentage of work completed if so defined in the final contract.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Fairmont State with the

invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly, and State law forbids payment of invoices prior to receipt of services.

5.9 Purchasing Card Acceptance:

Fairmont State University currently utilizes a Purchasing Card Program, administered by the State of WV under contract by a banking institution, to process payment for goods and services. The Vendor should accept both the Purchasing Card and Purchase Orders for payment of invoices under this contract.

5.10 Liquidated Damages: *Not applicable*

5.11 Contract Termination:

The contract may be terminated by Fairmont State University with thirty (30) days prior notice pursuant to ***West Virginia Code of State Rules*** § 148-1-7.16.2. Fairmont State University shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

5.12 Special Terms and Conditions:

The apparent successful vendor shall furnish proof of the insurance identified below and must include the University as an additional insured on each policy prior to contract award. The insurance coverage 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 University with proof that the insurance mandated herein has been continued. Vendor must also provide the University 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 the contract award.

5.12.1 Bid and Performance Bonds: *Not Applicable*

5.12.2 Insurance Requirements:

Comprehensive General Liability Coverage with \$1,000,000 limit of liability.

Cyber Liability with \$3,000,000 of liability or greater in the event the vendor has access to sensitive data, PII or PHI.

Auto Coverage with \$1,000,000 limit of liability in the event the vendor's operation involves the use of a vehicle in conjunction with the proposed contract and the vehicle would be used on state property. If the vendor is sending goods via postal delivery or other delivery carrier, Auto coverage is not needed.

Workers' Compensation Coverage as required by law, with Employers Liability Coverage included should the vendor's employees be performing services in WV.

5.12.3 License Requirement: *Not Applicable*

5.12.4 Protest Bond: *Not Applicable*

5.13 Record Retention (Access and Confidentiality):

Vendor shall comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor. The Vendor shall maintain such records a minimum of five (5)

years and make such records available to university personnel at the Vendor's location during normal business hours upon written request by the University within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the University to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and the University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

5.14 Agreement Addendum Form WV-96:

If it is the intent of the apparent successful vendor to require the State to execute the vendor's contract, such contract must be attached for consideration with the proposal. **It will also be a requirement of the successful vendor to sign the "Agreement Addendum" form (WV-96) which** is attached for your review (ATTACHMENT C).

5.15 Vendor Registration:

Prior to contract award, Vendor must be registered (and pay the applicable registration fee) with the State of West Virginia Purchasing Division. **Vendors are strongly encouraged to register with the State of West Virginia through the Vendor Self-Service portal**, which may be accessed at wvoasis.gov. Vendors may also register by completing a WV-1 **Vendor Registration & Disclosure Statement and Small, Women, & Minority-Owned Business Certification** form, available for download through <http://www.state.wv.us/admin/purchase/forms.html>. A completed registration can be processed for a vendor through *either* the electronic or paper form method.

SECTION 6: Cost Proposals Format

Cost proposal should be labeled Tab 6 and submitted in a sealed **envelope separate from the technical proposal.**

Fee Proposal shall be submitted as follows:

- A listing of total fees and estimated reimbursable expenses for the scope of services as outlined in Section 2 of this RFP
- Costs should be itemized, separated out as much as possible
- A separate listing of additional services the consultant would like to suggest and associated fees

ATTACHMENT A: PURCHASING AFFIDAVIT

<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____

Purchasing Affidavit (Revised 01/10/2018)

ATTACHMENT B: BID CERTIFICATION RESPONSE

DATE

The undersigned, as bidder, declares that he/she has read the Request for Bids and the following bid 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 were examined as part of the RFP document.

Name of Bidder

Signature of Bidder

Title

Firm Name

Street Address

City, State, Zip

FEIN

Telephone Number

Email

ATTACHMENT C: ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

<http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>

WV-96
1/1/2019

STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

- 1. ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.
- 2. PAYMENT** – 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 licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

- 3. FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. 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.

- 4. RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

- 5. DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

- 6. FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

- 7. GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

- 8. RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

- 9. LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

- 10. TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

- 11. NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike-through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT D: DISCLOSURE OF INTERESTED PARTIES

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

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: _____

Revised April 1, 2022

**FAIRMONT STATE UNIVERSITY
HOUSING/PARKING FINANCIAL ANALYSIS
BASIC OPERATING PRO FORMA-CONSOLIDATED
AS OF JANUARY 12, 2026**

	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Budget	FY26 Actual	FY27 Projection	FY28 Projection	FY29 Projection
Housing Revenue	5,080,132	4,894,398	5,503,197	5,952,943	7,132,747	6,553,082	6,749,675	6,952,165	7,160,730
Facilities Parking Revenue	814,101	836,679	806,101	849,225	1,000,477	521,586	1,030,491	1,061,406	1,093,248
Total Revenue	5,894,233	5,731,077	6,309,298	6,802,168	8,133,224	7,074,668	7,780,166	8,013,571	8,253,978
Housing Labor	723,354	783,467	788,439	692,400	1,018,788	358,286	1,049,352	1,080,832	1,113,257
Facilities Parking Labor	562,639	543,561	563,781	528,569	563,024	253,028	579,915	597,312	615,232
Total Labor	1,285,993	1,327,028	1,352,220	1,220,969	1,581,812	611,314	1,629,266	1,678,144	1,728,489
Housing Operating Expenses	1,478,784	1,594,490	1,565,627	1,725,584	2,292,587	985,415	2,361,365	2,432,206	2,505,172
Facilities Parking Operating Expenses	69,546	86,661	87,126	89,384	84,574	48,631	87,111	89,725	92,416
Total Operating Expenses	1,548,330	1,681,151	1,652,753	1,814,968	2,377,161	1,034,046	2,448,476	2,521,930	2,597,588
Net Total Revenue	3,059,909	2,722,899	3,304,325	3,766,231	4,174,251	5,429,308	3,702,424	3,813,497	3,927,901
Total Debt Service	3,260,855	3,245,748	3,218,588	3,221,373	3,256,713	1,610,253	3,256,424	3,258,772	3,258,751
Total Transfers to Reserves	475,000	120,000	650,000	0	500,000	0	325,000	425,000	525,000
Net revenue, after Debt Payment & Transfer to Plant	(675,946)	(642,850)	(564,263)	544,857	417,538	3,819,055	121,000	129,725	144,151

FAIRMONT STATE UNIVERSITY
HOUSING/PARKING FINANCIAL ANALYSIS
BASIC OPERATING PRO FORMA-CONSOLIDATED
AS OF JANUARY 12, 2026

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Actual</u>	<u>2025 Actual</u>	<u>2026 Actual</u>	<u>2027 Budget</u>	<u>2028 Budget</u>	<u>2029 Budget</u>
9188XX- Housing Maint & Upkeep								
Bryant Place Painting	2,181.84	54,624.78						
Bryant Place Lounge Furniture				31,755.00				
Morrow Hall Surface Repairs				11,632.81				
Pence Hall Absetos Abatement				18,300.00				
Pence Hall Bathroom Floors				7,344.00				
Pence Hall Blinds				86,485.78				
Pence Hall Carpet				21,669.60				
Pence Hall Lounge Furniture				10,262.40				
Pence Hall Painting		2,202.40		16,510.50				
Prichard Hall Absetos Abatement				14,725.95				
Residence Hall Utility Carts				638.92				
Residence Halls Bedroom Furniture					230,156.13			
University Terrace Carpet				6,711.76				
University Terrace Glass replacement				2,239.61				
University Terrace Lounge Furniture				51,313.58				
University Terrace Painting	14,419.00	43,572.06	6,426.00	51,957.82	81,648.00			
9190XX- Housing MEP Replacements								
Morrow Hall Fire Panel Upgrade				26,737.00				
Bryant Place Water Tanks	137,655.70							
Residence Halls PTAC units					26,588.80			
9247XX - Housing Misc Proj								
Bryant Place Elevator Repair	46,934.64							
Bryant Place Fire Alarm Repari		2,996.23						
Bryant Place Floors			1,100.00					
Bryant Place Carpet		5,895.51						
Residence Halls Security Cameras	7,857.00			43,903.27				
Residence Halls PTAC units	21,685.26	16,950.00	12,001.65					
Residence Halls Outdoor Furniture		20,850.00						
Morrow Hall Painting	42,844.00							
Morrow Hall Restroom Stalls				30,000.00				
Morrow Hall Lounge Furniture				9,630.66				
University Terrace HVAC System Upgrade		22,000.00		12,994.00				
University Terrace Carpet		75,417.45						
University Terrace Furniture					173,036.42			

FAIRMONT STATE UNIVERSITY
HOUSING/PARKING FINANCIAL ANALYSIS
BASIC OPERATING PRO FORMA-CONSOLIDATED
AS OF JANUARY 12, 2026

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Actual</u>	<u>2025 Actual</u>	<u>2026 Actual</u>	<u>2027 Budget</u>	<u>2028 Budget</u>	<u>2029 Budget</u>
9195XX - Housing Renovations								
Bryant Place Kitchen Furniture				87,304.36				
Bryant Place Shower repair				14,122.00				
Bryant Place Carpet				82,589.27				
Bryant Place Painting				60,485.67				
Bryant Place Highway Lights					15,335.25			
Facilities - Misc Projects	1,626.84	1,125.00			(15,061.54)			
Parking Garage Repairs	19,620.00	199,500.00	195,000.00					
Future Projects						1,094,433.11	1,086,710.86	678,607.26
	294,824.28	345,513.58	340,884.50	672,576.96	511,703.06	1,094,433.11	1,086,710.86	678,607.26

	<u>FY22 Actual</u>	<u>FY23 Actual</u>	<u>FY24 Actual</u>	<u>FY25 Actual</u>	<u>FY26 Actual</u>	<u>2027 Budget</u>	<u>2028 Budget</u>	<u>2029 Budget</u>
Beginning Cash Balance - Plant Funds	654,836	680,012	659,498	1,333,614	1,766,037	1,254,334	1,254,334	1,254,334
Transfers from Reserves	320,000	325,000	1,015,000	1,105,000		1,094,433	1,086,711	678,607
Less - Projects	(294,824)	(345,514)	(340,885)	(672,577)	(511,703)	(1,094,433)	(1,086,711)	(678,607)
Ending Cash Balance - Plant Funds	680,012	659,498	1,333,614	1,766,037	1,254,334	1,254,334	1,254,334	1,254,334

	<u>FY26 Cash Balance</u>
Auxiliary Reserve	
Housing	2,244,214
Facilities Fee	92,810
Ending Cash Balance - Reserves	2,337,024