



REQUEST FOR PROPOSAL (RFP)

RFP-464

Campus Facilities Master Plan

Issue Date: May 8, 2026

Due Date: June 12, 2026

SUBMITTAL DUE DATE AND TIME:

One (1) **original technical and cost proposal** plus five (5) convenience copies, as well as an electronic copy (submitted on a USB drive) to:

Lenora Montgomery
Asst Vice President of Facilities
Fairmont State University
Physical Plant Room 107
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-464
Opening Date: June 12, 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 / BACKGROUND5

 1.1 Purpose: 5

 1.2 Location and Operating Environment: 5

 1.3 Background:..... 6

 1.4 Existing Operating Environment:..... 6

 1.5 Definitions: 6

 1.6 Acknowledgement:..... 6

 1.7 Schedule of Events: 7

 1.8 Letter of Intent to Submit a Bid (and attend the mandatory pre-bid conference): 7

 1.9 Mandatory Pre-bid Conference:..... 7

 1.10 Vendor Presentations:..... 7

 1.11 Inquiries:..... 8

 1.12 Response to Vendor’s Questions/Inquiries: 8

 1.13 Verbal Communication:..... 8

 1.14 Addenda: 8

SECTION 2: PROJECT SCOPE AND SPECIFICATIONS9

 2.1 General Scope of Work:..... 9

 2.2 Mandatory Requirements: 9

 2.3 Additional Requirements:..... 10

SECTION 3: TECHNICAL RESPONSE/SUBMISSION REQUIREMENTS/BID OPENING:11

 3.1 Vendor Qualifications and Experience: 11

 3.2 Technical Response shall include: 11

 3.3 Economy of Preparation:..... 11

 3.4 Incurring Cost: 11

 3.5 Proposal Format/Content: 12

 3.6 Proposal Submission: 12

 3.7 Purchasing Affidavit:..... 13

 3.8 Bid Response Certification: 13

 3.9 Technical Bid Opening: 13

 3.10 Cost Bid Opening:..... 13

SECTION 4: EVALUATION AND AWARD14

 4.1 Evaluation Process:..... 14

 4.2 Evaluation Criteria:..... 14

 4.3 Independent Price Determination:..... 15

 4.4 Rejection of Proposals:..... 15

 4.5 Vendor Registration: 15

 4.6 Registration with the WV Secretary of State’s Office:..... 15

SECTION 5: CONTRACT TERMS AND CONDITIONS.....16

 5.1 Contract Provisions: 16

 5.2 Public Record:..... 16

 5.3 Conflict of Interest:..... 16

 5.4 Vendor Relationship:..... 16

 5.5 Term of Contract and Renewals: 17

 5.6 Non-Appropriation of Funds: 17

 5.7 Changes: 17

 5.8 Invoices:..... 17

 5.9 Purchasing Card Acceptance: 18

 5.10 Liquidated Damages: *Not applicable*..... 18

5.11 Contract Termination: 18
5.12 Special Terms and Conditions: 18
5.13 Record Retention (Access and Confidentiality): 18
5.14 Agreement Addendum Form WV-96:..... 19

SECTION 6: Cost Proposals Format20

ATTACHMENT A: PURCHASING AFFIDAVIT21

ATTACHMENT B: BID CERTIFICATION RESPONSE23

ATTACHMENT C: ADDENDUM TO VENDOR’S STANDARD CONTRACTUAL FORMS24

ATTACHMENT D: DISCLOSURE OF INTERESTED PARTIES26

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 5/19/2026 Please return to:

**Lenora Montgomery, Asst Vice President of Facilities
Fairmont State University
Email: Lenora.Montgomery@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 **Campus Facilities Master Planning** as defined in this document. This document provides instructions for submitting responses, the procedures and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Fairmont State University seeks proposals from qualified and experienced firms to develop a comprehensive, forward-thinking, and actionable University-wide Facilities Master Plan. This planning initiative shall encompass all University facilities and property and align with the University’s strategic, academic, and financial goals, while providing campus with flexibility to address individual priorities, capacities, and timelines.

The overarching purpose is to deliver a visionary yet implementable roadmap for the next decade that addresses infrastructure needs, space utilization, deferred maintenance, sustainability, enrollment shifts, way-finding signage, and modernization – through inclusive and data-driven planning processes.

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:

The University is located at 1201 Locust Avenue, Fairmont WV 26554. Fairmont State University is home to an average of 3,200 students and 646 faculty, staff, and adjuncts. Located in Fairmont, West Virginia, is a public institution committed to providing a high-quality, student-centered education. Founded in 1865, the University offers a range of undergraduate and graduate programs across various disciplines, including business, education, engineering, health sciences, and the arts.

Fairmont State University is known for its dedicated faculty, supportive campus environment, and emphasis on experiential learning. The University aims to foster intellectual growth, professional development, and personal enrichment through a blend of rigorous academic programs, research opportunities, and community engagement.

Key attributes of Fairmont State University include:

- **Mission:** To prepare students for professional and personal success through a transformative educational experience grounded in academic excellence, practical application, and community involvement.
- **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 aspires to be A Great Place to Learn, to Work, and to Call Home. The 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 to 5,000 students over the next six years. It is anticipated that the growth will occur across the board and affect all sectors of students.

1.4 Existing Operating Environment:

Fairmont State University operates the main campus at 1201 Locust Avenue, Fairmont, WV and an Aerospace Facility in Bridgeport WV. The main campus houses academic buildings, administrative buildings, library, student activities center, residence halls, parking garage, and athletic facilities.

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 issues 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.....	5/8/2026
Mandatory Pre-Bid Meeting	5/20/2026
Vendor Questions Due	5/29/2026
Addendum Issued (to respond to vendor’s questions).....	6/3/2026
Bid Opening Date	6/12/2026
Evaluation Committee Meets	6/18/2026
Vendor Presentations (top four technical scores)	6/24/2026
Letter of “intent to award” Issues.....	6/26/2026
Contract Award	7/2/2026
Contract Effective Date	7/13/2026

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 must return the Letter of Intent (page 4 of bid package) by 5/19/2026.

1.9 Mandatory Pre-bid Conference:

There will be a mandatory pre-bid conference at 9:00 a.m. on May 20, 2026, at Fairmont State University, Education Building 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 by 5/19/2026.

1.10 Vendor Presentations:

All proposals, information and responses must be submitted in writing. The top three to four vendors who receive the highest technical scores will be asked to make an oral presentation to the evaluation committee. The oral presentations (interviews) will tentatively be held on or around June 24, 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:

Lenora Montgomery – Lenora.Montgomery@fairmontstate.edu
Asst Vice President of Facilities
Fairmont State University
Physical Plant Room 107
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 June 3, 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 of Work:

Fairmont State University wishes to retain the services of a University Planning Consultant to develop a Campus Facilities Master Plan. The Plan will establish guidelines and priorities for future physical development of the campus. The scope of services must encompass facilities, infrastructure, utilities, energy systems, space allocation, transportation, safety, signage, and sustainability. The firm must demonstrate the ability to assess conditions, engage stakeholders, generate meaningful planning scenarios, and provide implementation strategies tied to both capital and operational goals. The firm should review and become familiar with the West Virginia Higher Education Policy Commission Title 33 Legislative Rule – Series 12 – Capital Project Management - §133-12-5 – Campus Development Plan.

2.2 Mandatory Requirements:

- Facility Condition Assessment
 - Equipment Assessment was completed in 2023 and will be provided to the successful firm.
- Space Utilization and Needs Assessment
- Infrastructure Evaluation
 - Evaluate pedestrian, vehicular, and bicycle traffic flow strategies.
 - Evaluate external and internal facility signage and way-finding strategies.
- Stakeholder engagement
- Align master plan with established strategic vision and goals.
- Concept Plan (site organization, transportation, wayfinding, landscape, etc)
- Facility Master Plan
- Capital Planning and Phasing.
- Deferred maintenance prioritization based on life safety, operational impact, mission criticality, and asset condition.

The firm shall produce a comprehensive strategic Master Plan document with supporting appendices and graphic materials. Deliverables include:

- Executive summary outlining strategic priorities and key findings.
- Detailed campus-level plans with building assessments, space utilization studies, and concept design.
- Campus infrastructure modernization recommendations including wayfinding.
- Visual products including illustrative diagrams, maps, 3D renderings, and infographics.
- A fully developed phased Capital Implementation Plan outlining project priorities, timelines, and estimated costs, and funding strategies
- All digital files in editable formats, including CAD and Microsoft Office formats.

- Sustainable and capital planning knowledge.

Project should include kick-off and data review, campus engagement and needs assessment, draft concept plans and feedback cycles, final concept and master plan development, and presentation to university leadership. Proposer should include an estimated duration for each task as well as a list of key deliverables.

2.3 Additional Requirements:

Safety & Security

The Master plan must address campus safety and security considerations, including but not limited to building access control, emergency response planning, lighting, surveillance, and strategies for improving real and perceived safety to students, staff, faculty, and visitors.

Americans with Disabilities Act (ADA) Compliance

All planning efforts must include an evaluation of current accessibility conditions and outline strategies to bring existing infrastructure into compliance with the ADA and other relevant accessibility standards. Universal design principles should guide planning decisions where possible.

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

The following specifications in Section 3.1 and 3.2 are to be addressed in point-by-point format in the vendor's response. Include as much detail as possible.

3.1 Vendor Qualifications and Experience:

Vendor must provide the following information regarding their company:

- 3.1.1 Describe your company, its history, corporate structure, officers or partners, number of employees.
- 3.1.2 Identify the firm's representative that will be assigned to our account and describe his/her history and experience in serving clients of similar scope and size to Fairmont State University.
- 3.1.3 References: Provide a list of at least three current higher education clients of similar scope and size. Include organization name, contact name, title, telephone number and email address of the contract person.
- 3.1.4 Provide a list of higher education accounts your company has lost (early termination or non-renewal) over the past three years. Include contact name and phone number, length of service at each account and the reason for loss.
- 3.1.5 Describe the financial status of the company. Attach a copy of the most recent annual financial statement or other such document that demonstrates the company's financial stability.

3.2 Technical Response shall include:

Vendor must provide the following:

- 3.2.1 Work Plan
 - Summary of firm's proposed approach/philosophy
 - A detailed description of the proposed methodology, including tasks and deliverables for each phase.
 - The anticipated project duration is approximately 12 months from Notice to Proceed. The consultant shall propose a draft detailed schedule including key milestones and review period.

3.3 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.

3.4 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.

3.5 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 Title Page and Attachments -- State the RFP number, vendor's name, business address, telephone number, name of contact person, e-mail address, and Vendor signature and date. Include Attachment A (Purchasing Affidavit), Attachment B (Bid Response Certification) and Attachment D (Disclosure of Interested Parties) under tab 1.

Tab 2 Response to Scope of Services -- Vendors must include Section 2, RFP Specifications in its entirety with an acknowledgement of (or comments/response to) each item (sub-section) – i.e., provide a detailed explanation regarding how each technical specification will be met.

Tab 3 Technical Response – provide the information requested in Section 3.1 and 3.2 of the RFP

Tab 4 Agreement/ Exceptions – Indicate agreement with or exceptions to any of the contract terms or conditions. Include Attachment C (Agreement Addendum) under this tab.

Tab 5 Cost Proposal (submitted in a separate sealed envelope)

This tab should include all cost information. Vendor shall provide information for this tab in a sealed envelope separate from the technical proposal.

3.6 Proposal Submission:

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

Part 1: Technical proposals (sections 1, 2, 3, and 4) must not contain any cost information relating to the project.

Part 2: Cost proposal (section 5) shall be sealed in a separate envelope and will not be opened initially.

3.6.1 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.

3.8.2 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.

Vendors responding to this RFP shall submit:

One (1) **original technical and cost proposal** plus five (5) convenience copies; as well as one electronic copy (on a USB drive) to:

Lenora Montgomery
Assistant Vice President of Facilities
Fairmont State University
Physical Plant Room 107
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-464
Opening Date: 6/12/2026
Opening Time: 3:00 p.m.

3.7 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)

3.8 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)

3.9 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.

3.10 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:

- Vendor Qualifications and Experience (section 3.1).....15 points
- Technical Response – Project Understanding (section 3.2).....30 points
- Methodology/Innovation25 points

Step 2: Cost Proposal

- Cost.....30 points

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

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

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.

4.5 Vendor Registration:

Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract. The vendor registration form is available at the following link: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

4.6 Registration with the WV Secretary of State's Office:

Unless a waiver is obtained from the Secretary of State's Office, every vendor organized as a business entity must have a certificate of authority and be in good standing with the WV Secretary of State's Office. The Secretary of State requirement applies generally to businesses that operate as separate legal entities and does not apply to sole proprietors and general partnerships.

<https://sos.wv.gov/Pages/default.aspx>

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 and Renewals:

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 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 orders 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 (WV96) with is attached for your review (ATTACHMENT C).

SECTION 6: Cost Proposals Format

Cost proposal should be labeled Tab 5 and submitted in a sealed **envelope separate from the technical proposal.**

Fee Proposal shall be submitted as follows:

- **Identify Summary of Phases of Master Planning and Fee Per Phase**
- **Provide Detailed Breakdown to include:**
 - **Key Personnel Team members with hourly rates**
 - **Sub-consultants – breakout costs for subconsultants.**
 - **Reimbursable Expenses – itemize costs for printing, travel, rendering, etc.**
- **Assumptions and Exclusions**
 - **Clearly identify any assumptions or exclusions from the cost proposal.**
- **Listing of additional services the consultant would suggest and the 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 exceeds 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.

1 | Page

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 ~~strikethrough~~ 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

1. Bryant Place (BP)
2. Colebank Hall (CH)
3. Duvall-Rosier Field
4. Education Building (ED)
5. Engineering Tech. Building (ET)
6. Erickson Alumni Center
7. Falcon Center (FAL)
8. Feaster Center (FC)
9. Frank & Jane Gabor
WV Folklife Center (FOLK)

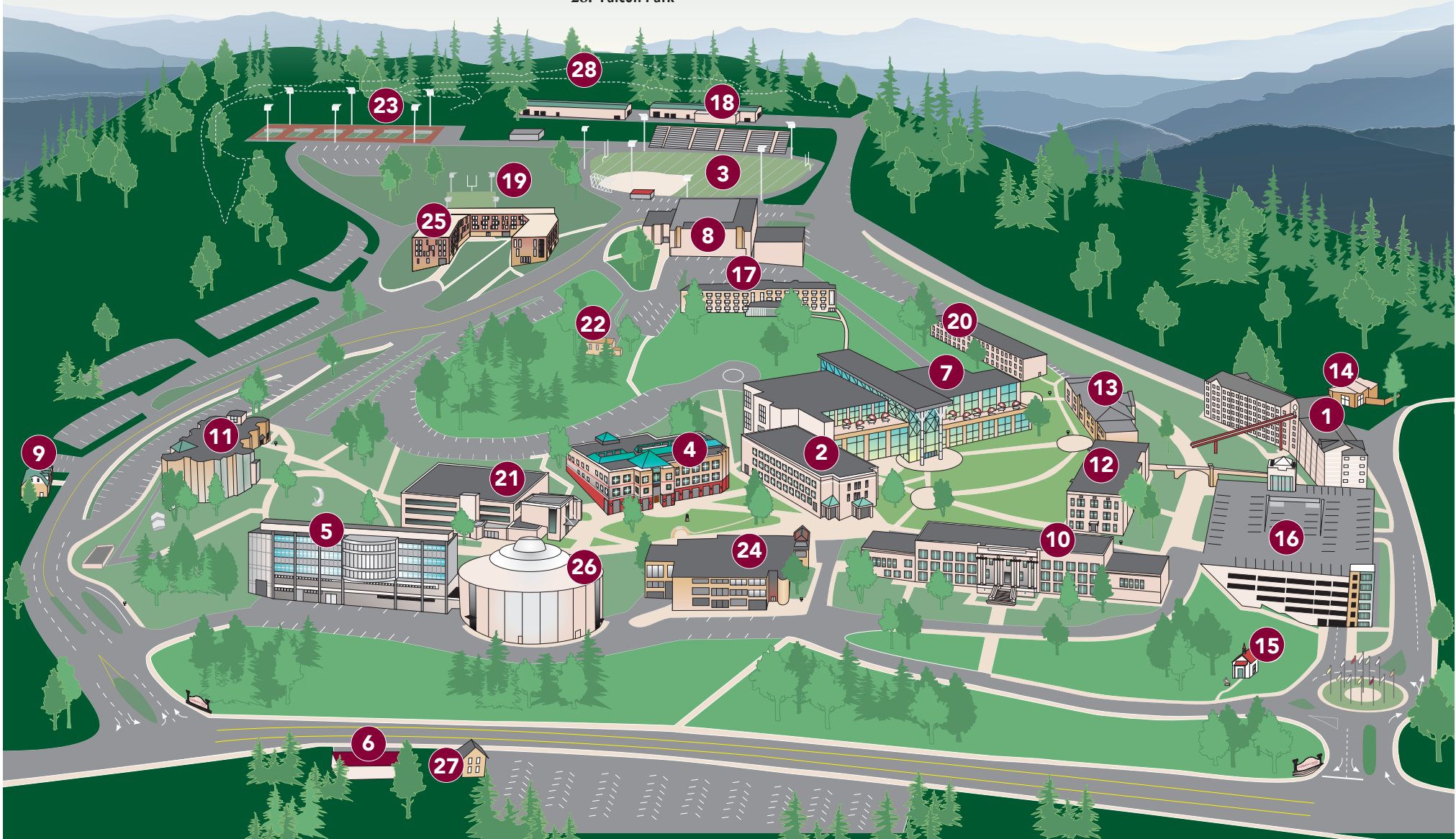
10. Hardway Hall (HB)
11. Hunt Haught Hall (HH)
12. Jaynes Hall (JH)
13. Morrow Hall
14. Newman Center
15. One Room
Schoolhouse Museum
16. Parking Garage
17. Pence Hall
18. Physical Plant Building

19. Practice Field
20. Prichard Hall
21. Ruth Ann Musick Library (LI)
22. Shaw House
23. Tennis Courts
24. Turley Student Services Center
(TC)
25. University Terrace
26. Wallman Hall (WH)
27. Wesley Foundation
28. Falcon Park



FAIRMONT STATE UNIVERSITY™

6, 14, & 27 Not Fairmont State
Property





FAIRMONT STATE UNIVERSITY ASPIRES TO BE A GREAT PLACE

TO LEARN, TO WORK & TO CALL HOME.

ASPIRATIONAL GOAL 1:

Provide grounded educational experiences, fueled by personal relationships and holistic support, which contribute to all students' successful careers and lives.

Priorities:

- 1.1. Deliver outstanding **academic programs** in high-demand and foundational fields, with small classes taught by passionate and relatable faculty experts.
- 1.2. Provide wrap-around **student support** services that promote physical and mental wellness, academic success, financial stability, and multiple paths to achieve individuals' goals.
- 1.3. Ensure exceptional **student experiences** outside the classroom, including athletics, campus housing, student organizations, and activities.
- 1.4. Implement consistent, reliable, and predictable **student processes** that allow them to easily and successfully navigate their collegiate experience.
- 1.5. Prepare students for their **careers and lives** through comprehensive preparation, experiential learning, student employment, and civic rights & responsibilities programs.

ASPIRATIONAL GOAL 2:

Become the premier higher education employer in West Virginia for full-time, part-time, and student employees.

Priorities:

- 2.1. **Compensate employees competitively** and equitably based on accurate classification, state-wide benchmarks, individual qualifications, and performance.
- 2.2. Offer exceptional **benefits and quality of life** enhancements that attract, retain, and raise the morale of all employees.
- 2.3. Develop **supportive work conditions** that foster employees' success and provide maximum flexibility.
- 2.4. Establish clear **career paths**, with professional development opportunities and support for every employee in all divisions.
- 2.5. Create a **positive organizational culture** in which employees' expertise is respected, collaboration is the norm, we don't start with 'no,' communication is ubiquitous, trust is universal, and adaptability is embraced.

ASPIRATIONAL GOAL 3:

Create a vibrant campus, where everybody is welcomed, valued, and wants to spend time, which serves as a bedrock institution for North-Central West Virginia.

Priorities:

- 3.1. Maintain beautiful, safe, accessible, and up-to-date **facilities**, with abundant intellectual, cultural, and athletic **opportunities** that attract both university and community members.
- 3.2. Demonstrate to **regional residents** that Fairmont State is their university, a destination for entertainment, and an integral contributor to economic development and opportunity.
- 3.3. Promote the **civic engagement** of students, faculty, and staff with a broad range of community organizations, contributing their expertise while learning from their experiences.
- 3.4. Cultivate **alumni** connections with the University, engagement as Falcons, and support of advancement efforts.
- 3.5. Serve as **stewards of place**, actively contributing to the preservation and celebration of Central Appalachian culture.

MISSION: Fairmont State University educates engaged citizens in a community distinguished by opportunity, growth, and achievement, delivering transformational impact for West Virginia and beyond.



The **Strategic Vision** will be operationalized through a series of interconnected three-year **implementation plans**, which collectively will form the **Strategic Plan**:



All implementation plans will contain **SMART** (Specific, Measurable, Achievable, Relevant, and Time-bound) **Objectives** that will be used to measure progress towards our **Strategic Vision**.

If you contributed ideas to the strategic planning sessions, you might wonder why some of those specific recommendations are not called out in the Strategic Vision. Rest assured we appreciate their importance and we did not forget or ignore them. All suggestions were recorded and will be used to draft specific actions during development of implementation plans.