



WEST VIRGINIA SCHOOL OF OSTEOPATHIC MEDICINE

REQUEST FOR PROPOSALS FOR OWNER'S REPRESENTATIVE CONSTRUCTION MANAGEMENT SERVICES | RFP #24-1003

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SECTION 1: GENERAL INFORMATION

1.1 Introduction

The West Virginia School of Osteopathic Medicine (WVSOM) is seeking proposals from qualified companies' owner's representative construction management services for the Fredrick W. Smith Science Building renovation located at 400 Lee Street North, Lewisburg, West Virginia 24901.

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

2.1 Bidder's Point of Contact:

Interested bidders should submit their proposal no later than 4pm on 10/08/2024. Bids can be hand delivered or mailed to:

West Virginia School of Osteopathic Medicine
ATTN: OBA/Contracts Department
RFP-24-1003
400 Lee Street North, Lewisburg, WV 24901

This RFP and any agenda, including answers to questions, will be posted on the webpage address listed below. It is the vendor's responsibility to check this webpage for current information regarding this RFP.

<http://www.wvhepc.edu/resources/purchasing-and-finance/>

2.2 Schedule of Events:

Release of RFP: September 17, 2024
Question Deadline:September 26, 2024 by 4:00 PM, EST
Addendum/Response to Questions: October 1, 2024
Proposal Due Date: October 8, 2024 by 4:00 PM, EST
Target Award Date: October 15, 2024

2.3 Project Location:

WVSOM Main Campus
400 Lee Street North
Lewisburg, WV 24901

2.4 Questions and Answers: Questions concerning this RFP will be received in writing (via e-mail is acceptable, send to bids@WVSOM.edu) by the point of contact until the deadline identified above. When submitting questions by e-mail, please reference RFP-24-1003 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified above.

2.5 Proposal Submission: Deliver an original and two (2) copies of the proposal on or before **October 8, 2024 by 4:00pm EST**. In addition, an electronic copy of the proposal should be submitted; the preferred method for submission of the electronic copy is by flash/thumb drive. The outside of the envelope should be clearly marked with the **RFP number** and **Attention: OBA/Contracts Department**. **Proposals received after the due time and date will not be considered. It is the bidder's sole responsibility to ensure timely delivery of the proposal.**

Bring proposals to the WVSOM Welcome Center for submission. A WVSOM map can be found at the following link: <https://www.wvsom.edu/about/directions>. Please park in lot 5. Enter through the door facing parking lot 5. The Welcome Center is located on the right across from the Library.

2.6 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFP may be awarded without such discussions or interviews.

2.7 Rejection of Proposals: The Director of Contracts reserves the right to accept or reject any or all proposals, in part or in whole, at her discretion. The Director reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the Director confers no rights upon the bidder nor obligates the Commission in any manner.

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 such prices with any other offer or with any competitor. The price quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

2.8 Expenses: WVSOM will not be held liable for any expenses incurred by any bidder responding to this RFP including expenses to prepare or deliver the proposal or attend any oral presentation.

2.9 Vendor Registration: All vendors are required be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$5,000.

2.10 Debarment: Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts or to supply goods or services to the state and its subdivision for a specified period of time.

2.11 West Virginia Secretary of State: The vendor must be in compliance with the Secretary of State and should provide a **copy of their business license with the proposal**. For more information, contact the WV Secretary of State.

2.12 Taxpayer Identification Information. The Internal Revenue Service (IRS) requires the Commission to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information.

SECTION 3: GENERAL TERMS AND CONDITIONS

3.1 CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Commission/Council/Institution's President or CFO, or their designee, constitutes acceptance by WVSOM of this Contract made by and between the Commission/Council/Institution and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid RFP/RFB, signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

3.2.1 "Agency" or "Agencies" means the agency, institution, board, Commission/Council, or other entity of the State of West Virginia that is identified on the first page of the RFP/RFB or any other public entity seeking to procure goods or services under this Contract.

3.2.2 "Bid" or "Proposal" means the vendors submitted response to this RFP/RFB.

3.2.3 "Commission/Council/Institution" means the entity identified on the first page of the RFP/RFB who is issuing the solicitation.

3.2.4 "Contract" or "Purchase Order" means the binding agreement that is entered into between the Council /Institution and the vendor to provide the goods or services requested in the RFP/RFB

3.2.5 "Award Document" means the document signed by the Commission/Council/Institution and approved as to form by the Attorney General, that identifies the vendor as the contract holder.

3.2.6 “RFP/RFB” means the official notice of an opportunity to supply the Commission/Council/Institution with goods or services.

3.2.7 “State” means the State of West Virginia and/or any of its agencies, institutions, commissions, councils, boards, etc. as context requires.

3.2.8 “Vendor” or “Vendors” means any entity submitting a bid in response to the RFP/RFB, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Automatic renewal of this Contract is prohibited.

Other: Contract Term specified: The term of this contract will begin on the acceptance date by WVSOM and continue through the completion of the Fredric W. Smith Science Building renovation project (including warranty walk-through) or 5 years whichever is earliest.

3.4 AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon receipt of a signed Letter of Acceptance or Purchase Order.

3.5 INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the Commission/Council/Institution as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, vendor shall provide the Commission/Council/Institution with proof that the insurance mandated herein has been continued.

Vendor must also provide the Commission/Council/Institution with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence, \$3,000,000 aggregate.

Professional Liability/Errors and Omissions with \$1,000,000 limit of coverage, \$3,000,000.00 aggregate.

Cyber Liability Insurance in an amount of: \$1,000,000 per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Automobile Liability \$1,000,000 combined single limit.

Workers Compensation: West Virginia Statutory Requirements including WV Code §23-4-2; Employer’s Liability \$1,000,000 per occurrence.

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

3.7 ACCEPTANCE: Vendor’s signature on its bid, or on the certification and signature page, constitutes an offer to the Commission/Council/Institution that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the RFP/RFB for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the RFP/RFB unless otherwise indicated.

3.8 PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this RFP/RFB/Contract by the Commission/Council/Institution. A vendor may request the inclusion of price adjustment

provisions in its bid, but final approval of any price adjustments will be made by the Commission/Council/Institution. Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

3.9 PAYMENT IN ARREARS: Payments for services will be made in arrears only upon receipt of a proper invoice, detailing the services provided or receipt of the services, whichever is later.

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

3.11 ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not expressly provided for in the RFP/RFB.

3.12 FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the Commission/Council/Institution 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.

3.13 CANCELLATION: The Commission/Council/Institution reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

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

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

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

3.17 MODIFICATIONS: Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Commission/Council /Institution prior to the implementation of the change or commencement of work affected by the change.

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

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

3.20 ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the vendor without the express written consent of the Council/ Institution and the Attorney General's Office (as to form only).

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

3.22 STATE EMPLOYEES: State employees (including Commission/Council/Institution employees) are not permitted to utilize this Contract for personal use and the vendor is prohibited from permitting or facilitating the same.

3.23 PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Commission/Council/Institution, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Commission/Council/Institution's policies, procedures, and rules.

3.24 LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the vendor must provide all necessary releases to obtain information to enable the Commission/Council/Institution to verify that the vendor is licensed and in good standing with the above entities.

3.25 SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

3.26 ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order with the Commission/Council or any Institution of the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the institution all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the Commission/Council or Institution. Such assignment shall be made and become effective at the time the Commission/Council/Institution tenders the initial payment to vendor.

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Commission/Council/Institution. The individual signing this bid or offer on behalf of the vendor certifies that he or she is authorized by the vendor to execute this bid or offer, or any documents related thereto on vendor's behalf; and that he or she is authorized to bind the vendor in a contractual relationship.

3.28 VENDOR RELATIONSHIP: The relationship of the vendor to the Commission/Council/ Institution 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/RFB and resulting contract. Neither the vendor, nor any employees or subcontractors of the vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the Commission/Council/Institution and shall provide the State and Commission/Council/Institution 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.

3.29 INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Commission/Council/Institution, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

3.30 PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Commission/Council/Institution affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

3.32 BACKGROUND CHECK: In accordance with W. Va. Code §15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Commission/Council/Institution based upon results addressed from a criminal background check.

3.33 INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Commission/Council/Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this RFP/RFB or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

3.34 PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the RFP/RFB published by the Commission/Council/Institution, vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

3.35 VOID CONTRACT CLAUSES – The Commission/Council/Institution is requiring the vendor to follow the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State law.

SECTION 4: ~~SCOPE OF WORK PROJECT SPECIFICATIONS~~

- 4.1. Background and Current Operating Environment:** The West Virginia School of Osteopathic Medicine (WVSOM), a state-funded, four-year medical school in Lewisburg, WV, has been a leader in medical education for more than 50 years. As West Virginia's largest medical school, WVSOM graduates 200 new physicians annually, many of whom specialize in rural primary care. The Lewisburg campus encompasses 20 buildings, including a Medical Testing Center. The school has become one of Greenbrier County's largest employers, with about 300 employees at any given time.

WVSOM now has an enrollment of approximated 800 students with over 400 first- and second-students on campus. Outside of Lewisburg, WVSOM has a presence across West Virginia through its Statewide Campus, where students in their final two years of medical school complete clinical rotations.

WVSOM is seeking an owner's representative construction manager for a construction and renovation project to our Frederick W. Smith Science Building. They will represent WVSOM as the single point of contract for this project and report to the Vice President of Finance and Facilities/CFO.

The term of this contract will be through the project competition date of projected for the end of 2026.

- 4.2. Project Goals and Mandatory Requirements:** Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

- 4.2.1. Mandatory Project Requirements –** The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.1.1. Assist with all phases of the architectural design process.

- 4.2.1.1.1 Assist with the selection of necessary consultants through a qualifying and selection process that are not traditionally part of an architect/engineer/general contractor's consultant team but will have contracts with Owner, such as environmental, third-party testing and inspections, FF&E, technology, etc.
- 4.2.1.1.2 Working with the architectural and engineering team, take a lead role in identify all State and Local agencies that will be utilized during the review process and oversee the submittal process.
- 4.2.1.1.3 Project review of drawings/specs and cost estimate with Owner prior to proceeding to Construction Documents. This includes consulting with the Owner on issues which impact the constructability and feasibility of the project.
- 4.2.1.1.4 Participate in value engineering exercises and evaluate proposed building design systems as to quality, first cost and life cycle cost, constructability, and availability.
- 4.2.1.1.5 Review all applications for payment from Owner's consultants, designers, and engineers and provide recommendations to Owner for approval/revision/rejection.
- 4.2.1.1.6 Coordinate schedule, submittals, and review by utility agencies.

4.2.1.2 Assist with Construction Documents:

- 4.2.1.2.1. Assist and coordinate project submittals and deadlines for agency reviews.
- 4.2.1.2.2. Orchestrate and assist the Owner in the review of construction documents/specifications and cost estimates for approval of construction documents.
- 4.2.1.2.3. Coordinate acceptance of the Construction Documents and finalize pricing.
- 4.2.1.2.4. Assist with solicitation and selection of 3rd party entity for Building permit review and approval.

4.2.1.3 Assist with Construction Process:

- 4.2.1.3.1 Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and EEO) thru the CMAR.
- 4.2.1.3.2 Attend Construction Meetings as established (weekly or bi-weekly).
- 4.2.1.3.3 Create presentation materials for WVSOM to distribute to leadership and Board of Governor members.
- 4.2.1.3.4 Review construction progress as provided in construction management programs and take necessary action such that weekly minutes are accurate (including but not limited to construction progress, cost concerns, schedule, and outstanding issues). Serve as distributor of progress reports.
- 4.2.1.3.5 Review construction schedule and any impacts due to delays; advise Owner with regards to recovery schedules as required.
- 4.2.1.3.6 Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify Owner if there is deviation from project progress.
- 4.2.1.3.7 Coordinate and document that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed.
- 4.2.1.3.8 Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify the Owner of non-conforming work with the Contract Documents. Owner representative to coordinate with all consultants/ vendors responsible for the non-conforming work to implement a corrective solution.
- 4.2.1.3.9 Assist the Owner in the review of pending Change Orders and notify the Owner of such. The owner representative should review with the design team the proposed scope and costs assigned with the pending change order prior to reviewing with the Owner.
- 4.2.1.3.10 Resolve any disputes or claims prior to final approval or denial of a Change Order.
- 4.2.1.3.11 Review appropriateness of each pay application with the design team and take necessary action such that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application.
- 4.2.1.3.12 Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.
- 4.2.1.3.13 Assist the Owner with any concerns and/or complaints by community members during construction.
- 4.2.1.3.14 Develop and maintain project files to include a record copy of all contracts, drawings, specifications, addenda, change orders and drawing modifications, shop drawings, product data and samples, handbooks, manuals and instructions and related materials for Owner's FF&E. Confirm that design professionals and construction manager supply these critical documents as well as documentation of all required testing and quality control inspections.

- 4.2.1.3.15 Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.

4.2.1.4 Assist with the Close-Out of the Project:

- 4.2.1.4.1 Take necessary actions such that there is a seamless handover of projects to the Owner.
- 4.2.1.4.2 Develop the protocol and conduct a comprehensive final inspection of the project to verify that the materials furnished and work performed are in accordance with the contract documents. Schedule and assist the Owner in developing punch lists for projects completion and attend all walk-throughs.
- 4.2.1.4.3 Verify that the Owner has been adequately trained in systems.
- 4.2.1.4.4 Coordinate and supervise the process for commissioning the facility to ensure all systems are working at peak efficiency.
- 4.2.1.4.5 Assist the Owner in the collection of all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.
- 4.2.1.4.6 Provide description of final budget with record of expenditures.
- 4.2.1.4.7 Assist the Owner in acceptance and issuance of the final pay application and verify that the advertising for final payment and/or lien waivers has been completed.
- 4.2.1.4.8 Oversee that all third-Party inspections are complete and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO).

4.2.1.5 Assist the Owner During the Warranty Period:

- 4.2.1.5.1 Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate if the Owner wants to consider for additional cost.
- 4.2.1.5.2 Schedule the 11-month warranty walk through with the design team if the warranty is minimum of 1 year.
- 4.2.1.5.3 Schedule the additional warranty walkthroughs as required (e.g., 23- month walk through).
- 4.2.1.5.4 Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.

Proposers should be prepared to begin Owners Rep services defined by this RFP on November 1, 2024. The project completion date is projected to be by the end of December 2026.

4.3. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1 Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1 The Contactor shall have the organization, human and technical resources in-house to perform the tasks listed above in an expeditious and economical manner consistent with interests of the WVSOM.

4.3.1.2 Contractor will be expected to plan, program, administer, manage and execute its scope of work in accordance with all federal, state, local laws and regulations including, but not limited to, applicable building codes and the Americans with Disabilities Act.

4.3.2 Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1 The Contractor shall have the necessary licenses and authorizations to perform work in the State of West Virginia and able to maintain throughout the project.

4.3.2.2 The Contractor will be required to complete a Conflict of Interest Disclosure Affidavit affirming that the Contractor has no conflict of interest with any of the organizations or personnel of the Design or Construction Teams.

4.3.2.3 Subcontracting of services identified in this RFP or subcontracting of specialty consultants may be permitted only with written authorization by WVSOM Contract Administrator.

4.3.2.4 Prior to the Contractor gaining access to proprietary information in performing services for the WVSOM, the Contractor must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than which it was furnished by WVSOM.

4.3.2.5 The Contractor, at its own cost, shall furnish and maintain all necessary personal protective safety equipment for their personnel as required for the type of work in accordance with Occupational Safety and Health Administration (OSHA) and the Contractor's Safety Program.

4.3.2.6 The Contractor will supply its own transportation and properly insured vehicles. At no time will the Contractor use or be authorized to use a WVSOM owned vehicle.

4.3.2.7 Time is of the essence for this project. If a Contractor fails to respond to reasonable requirements of the Contract Administrator, the Contractor may be removed from consideration for the project.

SECTION 5: VENDOR PROPOSAL

5.1 Economy of Preparation: Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

5.2 Incurring Cost: Neither the State 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.

5.3 Proposal Format: Vendors should provide responses in the format listed below:

5.3.1 Two-Part Submission: Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

5.3.2 Title Page: State the RFP subject, number, Vendor’s name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

5.3.3 Table of Contents: Clearly identify the material by section and page number.

Section 1 – Qualifications and Experience. The bidder should include a description of the information requested in the qualification and Expertise section above.

Required Company Data:

Company Name, Contact Name, Company Address, Phone Number, and Tax Id #

Number of Years in Business:

Contact Email Address:

Website Address:

Name of person who would be “Contractor Representative” on any awarded contract

Name and title of person legally authorized to bind Contractor/sign contract.

Business References: List a minimum of three current business references you have recently provided similar services to, including:

Business Name, Address, Contact Name

Contact Direct Phone #, Contact Email

Scope of Project (Sq. Ft and/or Dollar Amt of Contract), Date Contracted/Date Completed

Section 2 – Company Background and Information. The bidder should include a description of the information in the company background and information section requested above.

Section 3 – Services. The bidder should include a description of the information requested in the services section above.

Provide, at a minimum, each of the following:

- Succinct description of value adding services you think WVSOM desires.
- Brief background of your organization.
- Description of the organization’s mission and basic philosophies
- Company organizational chart with names, titles and responsibilities.
- Description of projects the organization typically performs.
- Description of the organization’s knowledge and experience base.
- Description of the organization’s philosophical approach to Owner’s
- Representative/Construction Management services.
- Overview of the organization’s innovative and technological resources.
- Description of organization’s experience working with design professionals for new construction facilities with environmentally/energy impact considerations.
- Resume and specific experience of proposed Owner’s Representative.
- 3-6 references for project of similar size and scope.

Section 4 – Cost. All cost information should be placed in a sealed envelope. The bidder should include the information requested in the price section above.

Pricing Format

- Provide fees as lump sum cost.
- Provide itemized list of services recommended for project scope and associated fees.
- Provide list of potential reimbursable expenses and an estimated cost based on previous projects of this size.
- Provide hourly rates for expected personnel.

5.3.4 Response Reference: Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Contracts Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

SECTION 6: EVALUATION AND AWARD

6.1. Evaluation Process: Proposals will be evaluated by a committee of three (3) or more individuals. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.

An owners' representative will be selected by the Evaluation Team based upon the contractor's experience and expertise with similar projects, the ability of the contractor to best fulfill the WVSOM needs and to provide value added services, the ability to complete the project in a timely manner, the completeness of their submittal, and the ability of the contractor to meet the needs of WVSOM. This determination will be made solely by WVSOM based on the criteria listed below:

6.2. Evaluation Criteria: Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Qualifications and experience (§ 4.3) (30) Points Possible

- Describe your qualifications and experience. Include any experience with higher education institutions.
- Provide a description of projects the organization typically performs.
- Give an overview of the organization's innovative and technological resources.
- Provide a description of organization's experience working with design professionals for new construction and renovation facilities with environmental/energy impact considerations.
- Provide a minimum of three (3) references for projects of similar size and scope. Bidder should include contact name, name of business, address, business telephone number and email address along with the scope of the project (square footage and/or dollar amount of contract) and date contracted/completed
- Provide a description of all certification and quality performance documentation. Samples of standard certifications should be submitted, if available.
- Provide a succinct description of value adding services you think WVSOM desires

Company Background and Information – 20 points

- Provide organization data, including size and structure of your company/firm, locations of any branch offices.
- Provide brief background of your organization.

- Description of the organization's missions and basic philosophies.
- Discuss and provide a copy of your company's annual report, public relations materials, and bonding and licensing.

Experience of key personnel designated to this project – 20 points

- Provide a company organizational chart with names, titles, and responsibilities.
- Provide a list of management and staff personnel to be used for this contract. Resumes for key management personnel should be included.

Price – 30 points

- Provide fees as lump sum cost.
- Provide itemized list of services recommended for project scope and associated fees.
- Provide list of potential reimbursable expenses and an estimated cost based on previous projects of this size.
- Provide hourly rates for expected personnel.

Total Proposal Score: 100 Points Possible

Attachment A: Cost Sheet

ATTACHMENT D



**PROPOSAL RESPONSE CERTIFICATE
WEST VIRGINIA SCHOOL OF OSTEOPATHIC MEDICINE**

DATE

The undersigned, as proposer, declares that he/she has read the Request for Proposal and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all conditions contained therein.

Name of Proposer

Signature of Proposer

Title

Firm Name

Street Address

City, State, Zip

Telephone Number

Facsimile Number

Signature by WVSOM represents acceptance of this proposal along with the terms and conditions of the RFP.

David Meadows
VP for Finance and Facilities/ CFO

Federal Employment Id Number

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 finding 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 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.
- 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 contacts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code 529B-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 is has the authority to modify such third-par5' 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 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: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Vendor: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____