



# WEST VIRGINIA SCHOOL OF OSTEOPATHIC MEDICINE

## ADDENDUM 1 QUESTIONS

Owner's Representative

Construction Management Services |

RFP#24-1003

Date: October 1, 2024

The purpose of this addendum is to answer questions that have been asked by vendors regarding this bid:

	Question	Answer
1	Will WVSOM entertain exceptions to the RFP (i.e. Section 3.29)?	Exceptions may be submitted; however, bid will be rejected if WVSOM does not find the proposed terms acceptable.
2	Can you please provide additional information regarding the staff positions desired?	Vendor is responsible for determining the staff necessary to perform the duties requested under the scope of work.
3	Is the lump sum cost submitted for a 26-month project, or up to 5 years (whichever is earliest)?	The lump sum amount should be submitted for the scope of work in section 4.2 with the expected end date of December 2026, including the warranty period described in section 4.2.1.5.
4	The RFP states that the proposal due date is Tuesday, October 8, 2024, by 4:00 P.M. EST, but on the webpage <a href="http://www.wvhepc.edu/resources/purchasing-and-finance/">http://www.wvhepc.edu/resources/purchasing-and-finance/</a> , it states that the proposal due date is October 16, 2024, by 3:00 PM ESDT. Which due date is correct?	The proposal due date in the RFP is correct, October 8, 2024 by 4:00 P.M.
5	How many points does Section 3 - Services represent?	Section 6 indicates the point structure used for evaluations.

6	Is there an Attachment A: Cost Sheet to fill out, or should we only respond to the bullets in Section 6. under Price on page 14 of the RFP	A cost sheet should be created and filed according to section 6 of the RFP and included in the proposal package.
7	Can you provide a copy of the Conflict of Interest Disclosure Affidavit if we are to include it in our proposal?	Attached is the Conflict of Interest Disclosure Affidavit as well as the Purchasing Affidavit, both need to be included in your proposal.
8	Should we submit a signed Addendum to Vendor's Standard Contractual Forms provided on pages 17-18 of the RFP in our proposal?	Yes
9	Is Builders Risk Insurance required for the services to be provided under this RFP?	Insurance requirements can be found in section 3.6.



# AFFIDAVIT OF NON-COLLUSION

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER. IF THE BID IS MADE BY A CORPORATION, THEN BY THE PROPERLY AUTHORIZED AGENT.

State of \_\_\_\_\_, County of \_\_\_\_\_

\_\_\_\_\_

(Name of Authorized Individual Making Bid)

being duly sworn does depose and say that \_\_\_\_\_

(Give Name of Bidder or Bidders)

\_\_\_\_\_

(Business Address)

is or are the only person or persons interested in sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without Collusion or fraud; and also that no member of, head of any department of Bureau, or employee therein, or any Officer of West Virginia School of Osteopathic Medicine is directly or indirectly interested therein.

\_\_\_\_\_

(Signature of Authorize Individual Making Bid)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before

\_\_\_\_\_

(Notary Public)

# 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 OTHER CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS: "Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE NOTARY PUBLIC** \_\_\_\_\_