



EOI # 25-0008

WLU Architect of Record

Questions will be received until 3:00 PM, Wednesday, October 23, 2024

Proposals will be received until 3:00 PM, Wednesday, November 13, 2024

October 7, 2024

REQUEST FOR EXPRESSIONS OF INTEREST

West Liberty University is soliciting expressions of interest for an architectural firm to become the architect of record for the university. The expectation would be for this firm to do preliminary concept drawings, building cost estimates, feasibility studies, serve as an advisor during negotiations with other architectural firms and general contractors and other architectural/engineering work as requested. The criteria for the selection of the firm are described in the attached Expressions of Interest.

Attached, please find the University's Request for Expressions of Interest No. 25-0008. Please note that all responses are due no later than 3:00 PM local time on November 13, 2024, to:

West Liberty University Business Office
Attn: Patrick Kelly
325 Shaw Hall
West Liberty, WV

OR

208 University Dr.
CUB 109
West Liberty, WV 26074

OR

purchasingbids@westliberty.edu

Thank you for your interest in West Liberty University. If you have any questions or concerns regarding this solicitation, please contact me at (304) 336-8510.



Patrick Kelly
Director of Purchasing

REQUEST FOR EXPRESSIONS OF INTEREST
For
ARCHITECTURAL/ENGINEERING SERVICES
At
WEST LIBERTY UNIVERSITY

West Liberty University is soliciting expressions of interest for architectural/engineering firms to serve as an architect of record for the university. Anticipated services consist of preliminary concept drawings, building cost estimates, feasibility studies, serve as an advisor during negotiations with other architectural firms and general contractors and other architectural/engineering work as requested.

Evaluation criteria to be used in the review and scoring of the proposals shall include the following:

1. Experience planning and designing facilities, especially on university campuses and other projects of similar size and scope. Please include information regarding similar projects.
2. Qualifications and experience of team members including the team's professional credentials and affiliations indicating their capabilities to provide services of this nature and scope and responses to reference checks.
3. Demonstrated successful experience working with and integrating the views of multiple stakeholders and other interested parties to encourage teamwork and develop a design that will work for all entities involved.
4. Quality and content of proposal.

Interested firms shall submit either electronically or hard copy one (1) copy of their proposal including resumes of the firm's principles, resumes of the proposed project team members, including the engineering team that will be used for the project, and other necessary information pertinent to the evaluation criteria listed above. Also, provide three (3) references projects where your firm has provided similar services at the size and scope of the project referenced herein.

A minimum of two (2) firms and maximum of four (4) firms, those with the highest overall scores, will be invited to participate in an interview process. The interview process will result in the selection of a single firm, deemed to be most qualified, to become the project architect and begin negotiations of a contract. In the event the first selected firm and the Owner cannot agree to terms, the Owner reserves the right to contact the next highest scoring firm and attempt to negotiate a contract.

Communications with employees of West Liberty University apart from its Director of Purchasing, including its Board of Governors, or Foundation concerning this request by the vendor or on the vendor's behalf would not be appropriate during the submission and selection process and may result in firm's disqualification.

All questions and/or inquiries concerning this request shall be submitted in writing to:

West Liberty University Business Office
Attn: Patrick Kelly
208 University Dr.

CUB 109
West Liberty, WV 26074

OR

Patrick.Kelly@westliberty.edu

Proposals must be received no later than 3:00 PM on November 13, 2024. Proposals received after this date and time will not be considered under any circumstances.

Any and all costs incurred by the vendor in preparation of a response to this request or for presentation of credentials are the responsibility of the vendor and will not be reimbursed. All responses and documentation submitted by the vendor become the property of West Liberty University at the time the documents are opened.

Vendor's entire response to the EOI and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the Freedom of Information Act West Virginia Code § 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to West Liberty University constitutes your explicit consent to the subsequent public disclosure of the bid, proposal or document. West Liberty University will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by West Liberty University's Chief Procurement Officer and approved as to form by the Attorney General's Office constitutes acceptance by West Liberty University of this Contract made by and between the Commission/Institution and the Vendor. Vendor's signature signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. CONTRACT TERM; RENEWAL; EXTENSION: The Initial Contract Term will be for a period of one (1) year. This contract may be renewed upon mutual consent for four (4) successive years. Any request for renewals should be delivered to West Liberty University thirty (30) days prior to the expiration date of the contract.

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

4. QUANTITIES: The quantities required under this Contract shall be identified in the Purchase Order.

5. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to West Liberty University that cannot be unilaterally withdrawn, and signifies acceptance of the terms and conditions unless otherwise indicated.

6. PRICING: The pricing set forth herein is firm for the life of the Contract. A vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by West Liberty University. Vendors 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.

7. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not expressly identified prior to award.

8. 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, West Liberty University 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.

9. CANCELLATION: West Liberty University 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.

10. 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.

11. 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 /Institution and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

12. 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/Institution; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

13. VENDOR RELATIONSHIP: The relationship of the vendor to the West Liberty University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract.

14. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and West Liberty 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 and hour laws.

15. 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 West Liberty University affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

16. 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 West Liberty University.

17. 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/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.

18. PROHIBITION AGAINST USED OR REFURBISHED: Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

19. VOID CONTRACT CLAUSES – West Liberty University 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.

PROPOSAL RESPONSE CERTIFICATE
WEST LIBERTY UNIVERSITY

DATE

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

Name of Proposer

Signature of Proposer

Title

Firm Name

Street Address

City, State, Zip

Telephone Number

Email Address

Federal Employment Id Number