


Request for E i U] 4 W h c b g		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3498	Bid# R2501705
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Vendor:	Purchasing Contact: Missy Workman Phone: (304) 696-3498 Email: Workman57@Marshall.edu & Purchasing@marshall.edu
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE: 7'11'2025	SUBMISSION DUE: July 24, 2025 2:59 PM EST	DEPARTMENT REQUISITION NO.: T4723927"	BIDS OPEN: 7.24.2025 3:00 p.m. EST Link ia Teams: https://tinyurl.com/MU-ICS- bid-opening-R2501705	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
		<p align="center"><u>ADDENDUM NO. 01</u></p> <p>Project: R2501705 Marshall University Institute for Cyber Security (ICS)</p> <p>Request for Qualifications - Construction Manager at Risk (RFQ CAR)</p> <p>Purpose: Attachment of Vendor Questions and Responses, Attachment of Updated RFQ-CMAR Document, and Checklist Attachment.</p>		
Total				

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____	Bidder's name Vendor _____
_____ within _____ days	Signed By _____
FOB _____	Typed Name _____
Terms _____	Title _____
	Email _____
	Street Address _____
	City/State/Zip _____
	Date _____ Phone _____
	Fein _____

SOLICITATION NUMBER:

Addendum Number:

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

Modify Bid Opening Date and Time

Modify Specifications of Product or Service being sought

Attachment of Vendor Questions and Responses

Attachment of Pre-Bid Sign-in Sheet

Attachment of Pre-Bid Meeting Minute Notes

Correction of error

Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

NO OTHER CHANGES

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Questions Due July 4, 2025, and Addendum Due: July 11, 2025

Q1. Page 9, item e refers to sustainable business design and status of LEED accredited professionals for architectural, mechanical, and electrical disciplines. Would you like the CMAR to provide a general approach to sustainable construction and a list of our LEED certified professionals?

A1. LEED has been removed, and LEED certification will not be required on this project.

Q2. Page 9, item g refers to mechanical/electrical/HVAC design. As the CMAR, we will not employ design professionals. Would you like the CMAR to provide 3D coordination of the M/E/P systems for the ICS project and provide our general approach to 3D coordination & Building Information Modeling (BIM) in our proposal?

A2. This question is based off Construction aspects. You can provide details that will accelerate your abilities.

Q3. Page 11, item 5.1 states: “The Project Manager must be an individual with authority to make binding decisions on behalf of the Developer through the design and construction phases of the Project and shall be responsible for managing and coordinating the entire development process, including budgeting, scheduling, planning, construction, FF&E, and such other processes related to the construction of the Project.” We do not anticipate engaging a developer as a team member for this pursuit. Please confirm that these responsibilities on behalf of the developer are not required of our project manager and should be deleted from RFQ.

A3. Developer Services are not required in this solicitation. However, The PM will need to make decisions and responsible for all details excluding making the decision on behalf of the developer. They will also need to engage in a multifaceted environment and work with multiple teams and Contractors.

Q4. Page 11, item 5.4 and 5.11 Design team: We do not anticipate retaining design personnel on our team. As CMAR do you anticipate having limited delegate design responsibility for specific items in the project?

A4. No Design Services or MEP will be required by CMAR

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Q5. Page 13, item 8 requests an approach to financing the project, which a CMAR would not typically provide. Please confirm that the only items needed from a CMAR responder are a copy of our prequalification certificate, a copy of our contractor's license, and a letter from our bonding company acknowledging the type of project and a statement that they will provide insurance and bonding for the full value of the project and for the project's duration.

A5. You will need those items and anything in addition to what is requested, to include the forms in the RFQ and signatures on such forms

Q6. Page 13, item 9 requests suggestions for the business models that may be best suited for development innovations. We understand that this project will be a standard CMAR contract. Would you like us to include any incentives for schedule or cost savings in our response? Also, will the scoring criteria reflect changes to this requirement?

A6. We do not want any cost in the submissions. We will cover cost in the RFP with the selected Suppliers meeting criteria. Scoring is the same as referenced in the RFQ Addendum and Policy Code WV for CMAR Projects.

Q7. Page 21, Section 5, item 14 references MURC-2. Please clarify what this form may be.

A7. This is an addendum that our MURC teams use in the event we have funds that will be used with this project.

Q8. Page 24 Section 5, Additional Terms and Conditions (Construction Contracts Only), Item 2 iii Subcontractor List Submission – Since we are not to include any pricing information in this RFQ, we are not soliciting any Subcontractors. While we could provide a list of “potential” subcontractors, we believe this would be best provided during the Request for Proposal phase of the project solicitation. Please confirm.

A8. If you plan to use subcontractors, they will need to be listed, and WV Contractor Licenses included, as requested.

Q9. Page 26, Section 6.3 provides the scoring criteria as it pertains to the current RFQ. With any adjustments made to the content of the RFQ as noted previously, will the scoring points change?

A9. Scoring is the same as referenced in the RFQ Addendum and Policy Code WV for CMAR Projects.

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Q10. Page 56 provides AIA Document B101-2017, which is the Standard Form of Agreement Between Owner and Architect. We request that we use the AIA Documents A133 and A201, we have successfully used on projects for Marshall University other CMAR projects in the State of West Virginia. Please confirm that this is acceptable, and what supplementary conditions Marshall University might require.

A10. A201 and A133 are acceptable but other forms may be required if selected to participate in RFP.

Q11. In several locations the RFQ refers to a list of subcontractors. Given that we are not releasing the project for bid, please verify that a subcontractor list is not required as part of the RFQ.

A11. You will not list any Subcontractors if you are not using any. There is a check box on the form to acknowledge no subs.

Q12. For the Request for Qualifications for Construction Manager at Risk for the R2501705 Marshall University Institute for Cyber Security, we are seeking clarification on Item 5.4 in “Section Two: Project Specifications” of the RFQ. This item states “The Proposer’s design team shall have personnel with experience and expertise in applicable areas,” as well as “Any design reports or plans shall be signed and sealed by Registered Professional Engineer registered in the State of West Virginia.”

A12. No Design Services or MEP will be required by CMAR.

Q13. Is this item referring to members of the Proposed CMAR Project Team who would perform CM at-Risk Services during the Pre-Construction Design Phase such as Estimating, Value Engineering, etc.? Or, is this item referring to qualifications/services of the Design Team which would be contracted separately from the CMAR?

A13. No Design Services or MEP will be required by CMAR.

Q14. Similarly, will the Owner be procuring an Architect under a separate RFQ, or is the CMAR intended to include an Architectural Firm in its proposed team?

A14. See above – no Design services only CMAR with this RFQ.

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Q15. Several examples of areas in which we are requesting clarifications and modifications be made are as follows.

On page 1 of the RFQ, a bid form is included but there is not a bid or price to be submitted at this time.

A.15 This is not a request for Bid. If you are referring to our BOG 43 it is a cover page that will need to be signed along with the Addendum BOG 43 that is similar. There are several references in the documents that pricing should not be included.

Q16. For qualification purposes, we are to submit an AIA Document A305-1986, but it states that it should be submitted prior to the bid closing; however, there are no bids being submitted at this time. Are we to assume that the term “bid” for this submission is to be mean “submission of our response to the RFQ?” Or is bid referring to a price? Please clarify.

A16. This is not a request for Bid. If you are referring to our BOG 43 it is a cover page that will need to be signed along with the Addendum BOG 43 that is similar. There are several references in the documents that pricing should not be included.

Q17. The RFQ includes attachments of two different documents: 1) AIA A201-2017 Supplementary Conditions to Standard form of Agreement Between Owner and Contractor and 2) AIA B101-2017 Supplementary Conditions Standard form of Agreement Between Owner and Architect. Please clarify the AIA agreement the University intends to utilize for this solicitation.

A17. A201 can be used but we may require others at a later time if selected to move on to the RFP.

Q18. Section 2 – Part 3.g asks to identify “in detail of how mechanical / electrical / HVAC design will be addressed....” Due to this being a qualification, and this being a Construction Management RFQ, the CM is not responsible for the design; therefore, this question should be eliminated from the RFQ.

A18. This question is based off Construction aspects. Do you have someone qualified to read schematics and plans that can implement design and install of these components? What if they do not fit correctly or something happens? Can you suggest options and solutions in the field? Any experience and examples in any of these?

Q19. There are many references related to submitting qualifications of projects in similar sizes and scopes; however, there has been no specific information on programming provided for this specific project. What should we use as a reference for qualifications of similar sizes and scopes?

A19. Related projects as a reference should be multi-level projects for higher education like the new Brad D Smith School of Business.

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Q20. There are numerous references to design throughout the RFP and not specific to “Construction” or “Construction Management.”

A20. No Design Services or MEP will be required by CMAR. The CM or CMAR will work with various teams and need to develop solutions with understanding of design implications or have knowledge is issues arise.

Q21. Section 2-Part 3.I asks to “Identify the lead organization and primary members of the team. Name the entity that will work directly with Marshall University...” It appears this request refers to more of a P3 RFP / RFQ as opposed to a Construction Management RFQ. Construction Managers typically do not have lead firms (they are the lead firm) or multiple project team members. Can you please clarify what this question is asking?

A21. Primary members of the lead firm will not be required to be listed. Just ensure your details and teams information are clearly listed.

Q22 Section 2-Part 4 – Management Experience and Approach states that “The University will set minimum qualification requirements for Developer’s firms...” As this is a Construction Management RFQ, not a development RFP, please clarify what the University is looking for with this question, or should this be deleted?

A22. Minimum qualifications for CMAR are required. No qualifications for Development needed.

Q23. In addition, if Section 2.4 is currently written for a developer-led RFQ, then this section should be eliminated in its entirety, as Section 2.3 should cover the majority of what the University is looking for.

A23. See previous questions and answer

Q24. Section 4.3 is requesting the “team must include at a minimum the following for the response to this RFQ to be considered acceptable: Project Manager, Construction Manager (Lead Contractor), Construction Team, and Team Members.” This question appears to allude to the RFQ requesting a P3 response (developer) lead and not just the CM. The CM would be the lead for an RFQ for CM and the team would consist of the project team members (individual PM, Super, PEs, MEP Coordinators, etc.) Please clarify what the University is looking for with this request. Or does this need to be deleted or modified to reflect Construction Management?

A.24. See Previous question and answer – CMAR Qualifications needed. Minimum qualifications for CMAR are required. No qualifications for Development needed.

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Q25. Section 5.2 references “The Construction Manager must coordinate between the design and construction teams and work to resolve problems arising between the design and construction during the Project...” Since this is a CM RFQ, we would be the construction team and would help facilitate a collaborative approach with the design team and owner (University). Can you please clarify what this statement means or is this alluding to a developer – led RFP question?

A25. CMAR will facilitate a collaborative approach with design team and University.

Q26. Section 5.3 states “All team members must hold or obtain licenses required for performing work on the Project...” Is the “team members” referring to the Construction Manager that should be licensed to do work in the State of WV? Or is this language referencing something else?

A26. CM and all sub-contractors will be required to have State of West Virginia Contractor license.

Q27. Section 5.4 – Design Team should be eliminated from the RFP as the CM is not responsible for the design.

A27. See questions and answers 20 and 25

Q28. Section 5.4 – Design Reports – Is this pertinent to this RFQ for Construction Management or was this inadvertently added from a separate RFP for architectural services or developer- led P3 projects?

A28. Design Reports are not required.

Q29. Section 6 – Past Performance is requesting that “for each firm included in the Proposer’s team, provide information showing the firm’s qualifications...” Typical CM qualifications do not have many team members (outside firms) associated with their submissions to RFQs.

Can you please clarify whether this question is germane to this RFP or inadvertently added from a separate RFQ for a developer-led P3 project?

A29. This is not a RFQ for a developer-led P3 project.

Q30. Section 7 – Is the Construction Manager to provide any information for evaluation about our Quality Control Plan?

A30. If you have information about evaluating your Quality Control Plan, yes.

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Q31. Section 8 – Financial Qualifications – This section appears to be alluding to a developer-led RFQ as the Construction Manager does not have any responsibility with financing of this project. This section should be eliminated from the Construction Management RFQ; however, the letter from our bonding company is typical and could remain in the RFQ – Bullets 1 and 2 can be combined into one qualification request.

A31. This can be alluding to how you can budget and manage planning finances as well as financial stabilization. To include Strategy and innovation opportunities.

Q32. Section 9 – Letter of Interest is requesting a LOI with suggestions to “business models that may be best suited for development innovations.” Since there is not a program, scope, or not being a developer, can you please expand on what the University is requesting with this section? RFQ section two

A32. No Development innovations are required.

Q33. Public Record – Each contracting business submitting on this RFQ is required to submit highly sensitive financial information that is meant to be extremely confidential. I would request that each contracting participant NOT HAVE their proprietary information uploaded for public viewing. The result could be detrimental to the participants business.

A33. AIA A305 is not typically required as it contains sensitive financial information that is meant to be extremely confidential. If included, it would be available for public viewing. Same as all of our solicitations

Q34. Please acknowledge how this will be handled, as the answer could determine how contractors participate in this RFQ.

A34. AIA A305 is not typically required as it contains sensitive financial information that is meant to be extremely confidential. If included, it would be available for public viewing.

Q35. Section two – project specifications 2. statement of qualifications – are we to utilize the standard AIA form 305 or create our own qualification statement? Please clarify. Assuming how this is answered could create more questions.

A35 . AIA A305 is not typically required as it contains highly sensitive financial information that is meant to be extremely confidential. If included, it would be available for public viewing.

Q36 Experience in sustainable building design and status of LEED. Is the project intended to be a LEED certified project / building. Please clarify.

A36. LEED certification will not be required on this project.

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Q37. d. & f. – overlapping questions. You’re asking the same thing in 2 separate action items. perhaps these should be reviewed, removed, and/or clarified.

A37. Updated two questions but similar wording.

Q38. g. Is the project already designed? Is it the intent to assist in value added communication to assure project comes within owners anticipated budget? The project is not a Design Build but rather a CM at Risk, therefore why would this contractor be required to have in house or 3rd party consultants for design services?

A38. No design services required. This is a CM at Risk. Knowledge and communication will be key

Q39. h. & k. overlapping questions. You’re asking the same thing in 2 separate action items. perhaps these should be reviewed, removed, and/or clarified.

A39. Reviewed and updated

Q40. Management Experience and Approach – this question refers to qualification for “Developer’s firm”., This project is not Developer related. Please clarify.

A40. Developer Services are not required in this solicitation. Design is not required. Please see previous questions and answers.

Q41. Organizational Chart – This action item indicates to include “major subcontractors & consultants”. This RFQ is specific to hiring the CM at Risk contractor which should be specific to the CM at Risk contractor only, The selected CM contractor would then bid the project after this package is awarded, therefore subcontractor’s and consultants should not be required or requested in this RFQ. Please clarify. This same question applies to DBE requirements.

A41. Most organizations have Organizational charts and companies introduce not just thought you will be working side by side with but also with introductions and about company and people information. If you do not have one or do not want to take part in providing this request, don’t [provide it.

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Q44. (5.1 Project manager & 5.2 Construction Manager) – these 2 articles have conflicting language that change or overlap requirements. These 2 articles need reviewed and cleaned up for clear and precise understanding of the requirements.

A44. Seems as though you are looking for clarity on what each of these roles are...

5.1 He/She must have at least seven (7) years' experience managing projects of similar scope and size and have worked on a minimum of two (2) projects in education, at least one (1) of which is valued at twenty (20) million dollars or more in the past seven (7) years. At least one (1) of must have exceeded one (1) year in length and involved both infrastructure and building construction.

5.2 Each construction manager must have at least ten (10) years' experience as a construction manager and have worked on a minimum of two (2) projects, at least one (1) or more in the past seven (7) years.

Q45. Design Team – This RFQ is a CM at Risk request, not a Design Build proposal. Please clarify or remove this action item?

A45. Yes, it is RFQ-CMAR. Updated

Q46. Design Reports – This RFQ is a CM at Risk request, not a Design Build proposal. Please clarify or remove this action item?

A46. Yes, it is RFQ-CMAR. Updated

Q47. Financial Qualifications – please explain what is meant by “describing their approach to financing the Project”. It’s believed that this language does no pertain to a CM at Risk, as the CM is not the Developer or Owner. Please clarify or remove this requirement. Also need clarification on what is required for the “prequalification certificate”. What is meant by each major partner? This project is not advertised as a Public Private Partnership. Please explain or clarify. This RQF is not meant for design and construction. The article needs reviewed and revised.

A47. CMAR will engage and work in a collaborative approach with design team and University. No Design Services or Financing will be required. Updated for clarity.

Q50. Criteria for selection of “lowest” responsible and responsive bidder. – no price is to be included per your RFQ details so this language should be cleaned up or clarified. Some of the 13 questions overlap and contradict other articles throughout the RFQ. Please clarify or clean up this section for clear and precise requirements.

A50. Standard Language. If you would like to participate, please fill in the details.

No pricing to be submitted.

Questions and Answers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications Construction Manager at Risk (RFQ CMAR)

Q51. SECTION ONE Items 2 & 3: Design services are mentioned several times and there is a reference to WV Code 5G-1-3, which is used to solicit design services. Are design services included in this solicitation?

A51. No Design Services – Criteria, qualification, and selection is also addressed.

Q56. Item 9: Will there be an oral presentation for this RFQ portion of the solicitation?

A56. This is an option. If we have Presentations the Supplier will be notified in advance.

Q57. SECTION SIX Items 6.3: Evaluation CRITERIA include Letter of Interest and Virtual Oral Presentation.

Please confirm if a Letter of Interest is required, and if Virtual Oral Presentations will be conducted.

A57. Interviews are a possibility. If we have Presentations the Supplier will be notified in advance. LOI is part of the criteria so I would recommend one.

Request for Proposal Document Checklist

The following documents are REQUIRED to be submitted with your Bid Package:

- ☐ Completed with Signatures BOG 43 Cover Page (First Page of RFB)
- ☐ Completed with Signatures BOG 43 Addendum(s) Cover Page (First Page of Addendum(s))
- ☐ Addendum Acknowledge Form(s) (Can be more than 1 page due to multiple Addendums)
- ☐ Designated Contact/Certification and Signature Page
- ☐ Subcontractor List Submission
- ☐ Bid Bond Surety Documents – Signed and Sealed
- ☐ A1A Signature page(s) when applicable from Engineering and Architectural firm
- ☐ Disclosure of Interested Parties to Contracts
- ☐ West Virginia Contractors License (Include Subcontracts WV License when applicable)
- ☐ Completed Drug Free Workplace Conformance Affidavit
- ☐ Certificate of Insurance (COI - Marshall University as Certificate Holder)
- ☐ Proof of Compliance with or application for WV Workmen's Compensation Insurance
- ☐ Builder's Risk Insurance (Marshall University as Certificate Holder) when applicable
- ☐ Purchasing Affidavit
- ☐ W9

Office of Purchasing

One John Marshall Drive | Huntington, WV 25755

304-696-3498 | Workman57@marshall.edu | www.marshall.edu

**ADDENDUM ACKNOWLEDGEMENT
FORM SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |


I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Request for E i U] 4 V W h c b g		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3498		Bid# R2501705	
Vendor:				Purchasing Contact: Missy Workman Phone: (304) 696-3498 Email: Workman57@Marshall.edu & Purchasing@marshall.edu	
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.					
DATE: * '2('2025		SUBMISSION DUE: July 24, 2025 2:59 PM EST		DEPARTMENT REQUISITION NO.: T4723927"	
				BIDS OPEN: 7.24.2025 3:00 p.m. EST Link ia Teams: https://tinyurl.com/MU-ICS-bid-opening-R2501705	
				BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description			Unit Price
		<u>Request for S w r l l e c v l q p u ' (R F Q) / ' C o n s t r u c t i o n M a n a g e r a t R i s k (C M A R)</u> Marshall University, on behalf of the Board of Governors, invites sealed proposals to provide E q p s t v e l q p ' O c p c i g o g n t a t R i s k S e r v i c e s a n d C o n s t r u c t i o n C o n t r a c t A d m i n i s t r a t i o n f o r P r o j e c t : R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications (RFQ CMAR) Interested firms can find the requirements on these two sites: https://www.marshall.edu/purchasing/resources/bids-and-proposals or https://marshall.bonfirehub.com/opportunities/ All technical questions must be submitted in writing to email: bidquestions@marshall.edu by 9:00 a.m., EST by July 4, 2025 RFQ Submission deadline: 2:59 p.m., EST, bh July 24, 2025 Office of Purchasing, Room 125, Old Main Building, Marshall University			
					Total

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____	Bidder's name Vendor _____
_____ within _____ days	Signed By _____
FOB _____ After receipt of order at address shown	Typed Name _____
Terms _____	Title _____
	Email _____
	Street Address _____
	City/State/Zip _____
	Date _____ Phone _____
	Fein _____



REQUEST FOR QUALIFICATION (RFQ)

Construction Manager at Risk (CMAR)

R2501705 Marshall University Institute for Cyber Security (ICS)

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SECTION ONE: GENERAL INFORMATION

- 1. INTRODUCTION:** The Marshall University Office Purchasing (“Office of Purchasing”) is soliciting Request for Qualification (“RFQ”) for Planning and Construction, (“Department”), to provide qualified Construction Manager at Risk ("CMAR") Services ("Supplier", "Firm", or "Vendor"). West Virginia Code §5-22B-3 (2025) requires that prior to entering a Construction Management At-Risk (CMAR) contract, “the state and/or its subdivisions shall adopt policies for utilization of a construction management at-risk contract.” Accordingly, and for purposes of compliance with West Virginia law, this policy establishes procedures and guidelines for Marshall University’s utilization of CMAR contracts and selection of CMAR contractors.
- 2. REQUEST FOR QUALIFICATIONS:** Qualified firms may submit a Statement of Qualifications ("SOQ") to provide Construction Manager at Risk Services for Project: R2501705 Marshall University Institute for Cyber Security (ICS) that will include Services for Construction, Construction Administration, and so forth, whereas Marshall University will be using the process as required in West Virginia Code 5G-1-3. Submitting firms must follow the instructions as provided in this document. All firms submitting proposals will be considered. The most qualified firms selected in the qualifications phase shall be referred to as the Prequalified firms and or "Short-list" ("CM", "CMAR", "Firms", "Suppliers", or "Vendors") and be invited to participate in the Request for Proposal (RFP) phase. Marshall University shall use a qualifications-based, competitive selection process to select a Construction Manager at Risk. The process shall comply with West Virginia state procurement laws.
- 3. PROJECT SCOPE:** The purpose of the project Request for Qualification (“RFQ”) CMAR is being solicited is to provide necessary Construction, Delivery, Design, Management, Contracts, Administration, and other related professional services for the following project: R2501705 Institute of Cyber Security (ICS) Building Construction located at Marshall University on the Huntington, West Virginia, campus, as defined herein. The scope will be inclusive of but not limited to the information received in response to this RFQ will assist the University's project team in finalizing the requirements for the corresponding Request for Proposal (RFP) phase intended for release at later date. No cost or price is to be submitted at this time.



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4. SCHEDULE OF EVENTS:

<u>RFQ Released to Public:</u>	<u>June 24, 2025</u>
<u>Vendors Written Questions Due:</u>	<u>July 4, 2025, by 9:00 a.m. EST</u>
<u>Addendum Issued:</u>	<u>July 11, 2025</u>
<u>RFQ Due:</u>	<u>July 24, 2025 by 2:59 pm EST</u>
<u>RFQ Opening:</u>	<u>July 24, 2025 by 3:00 pm EST</u>
<u>Notify Vendors:</u>	<u>July 31, 2025</u>

This schedule is subject to modification at the sole discretion of the University. Respondents will be notified of any change to the schedule for the RFQ phase by an addendum.

SECTION TWO: PROJECT SPECIFICATIONS

1. Location: Marshall University, One John Marshall Drive, Huntington, WV
2. Qualifications and Experience: Vendors must include a statement of qualifications and performance data. The statement of qualifications and performance data may be presented through things like information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives to how they were met
3. Related projects as a reference should be multi-level projects for higher education similar to the new Brad D Smith School of Business
4. In addition to the above, the Vendor should provide information regarding the following:
 - a. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within scope; this plan should be described in detail
 - b. The successful firm or team should demonstrate experience and/or understanding local and/or West Virginia construction market capabilities, lead time, and budgeting
 - c. The successful firm or team should demonstrate the history of the firm and location of the principal office; In-such that services to the University will be readily available and convenient through all CMAR phases
 - d. Identification in detail of how mechanical/electrical/HVAC will be addressed. Qualifications of either in-house or outside consultants who will perform this work, and the approach to be used
 - e. A proven track record of the working relationship among members of the team must be specified
 - f. Demonstrate ability to coordinate construction contract administration in general contractor approach
 - g. A least three (3) references from organizations at which the firm and the project team have provided similar services during the past three years



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4. Management Experience and Approach:

The University will set minimum qualification requirements for firms and their Key Personnel and will evaluate the qualifications and Key Personnel that each Respondent proposes to include on the team. The proposed firms and their Key Personnel will be subject to the University's approval. Please provide a brief overview of your company's experience, expertise, and other capabilities of services. Include details about the scope of the services, such as the types of equipment and projects completed, available service options, and any additional features or benefits offered. Submissions must include the qualifications and experience of their proposed personnel on the project as follows:

- 4.1.** Provide an organizational chart of each member of the Proposer's team. Describe the role and responsibilities of each team member, including the major subcontractors and consultants. Identify all team members that are Disadvantaged Business Enterprise (DBE) firms. After initial submittal, changes to team members, including subcontractors and consultants, cannot be changed without Marshall University approval
- 4.2** Risk Factors - Identify what Respondent views as the most significant risks to the University with respect to the development, construction, operation, and maintenance of the Project. Explain how those risks can be addressed, mitigated, or allocated to provide best value to the University
- 4.3.** The **CMAR** team must include at a **minimum** the following for the response to this RFQ to be considered acceptable and may change as needed
 - a. Project Manager
 - b. Construction Manager (Lead Contractor)
 - c. Construction Team
 - d. Team Members
- 4.4.** Describe the approach to accomplish the various items of work required to be successful

5. Experience of Key Individuals

Key individuals and team members are to remain for the duration of the project and changes cannot be made without Marshall University approval. The University may allow shortlisted Respondents to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders.



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5.1. Project Manager

The Project Manager will be the primary person in charge of and responsible for delivery of the Project per the contract requirements. The Project Manager must be present on-site as the Project progresses, have full authority to make the final decisions on behalf of the Proposer and have responsibility for communicating these decisions directly to Marshall University. The individual assigned to this position must be dedicated to the duties of the Project Manager and have no additional assignments. He/She must have at least seven (7) years' experience managing projects of similar scope and size and have worked on a minimum of two (2) projects in education, at least one (1) of which is valued at twenty (20) million dollars or more in the past seven (7) years. At least one (1) of must have exceeded one (1) year in length and involved both infrastructure and building construction.

The Project Manager must be an individual with authority to make binding decisions through the construction to final completion and warranty phases of the Project and shall be responsible for managing and coordinating the entire process, including budgeting, scheduling, planning, construction, FF&E, and such other processes related to the construction of the Project.

- a. Identify the Project Manager and the firm by which he/she is employed. Give a clear definition of the role and responsibility of the Project Manager compared to the member firms. List the Project Manager's experience leading this type and size of project
- b. Provide a list of the projects that the Project Manager has managed in the past 5 (five) years. For each project listed, provide a brief description of each project managed, including the year(s) of construction and size and type of project, including any unusual features and the contact information of the owner for which the work was performed.

5.2 Construction Manager

The Construction Manager will facilitate a collaborative approach with design team and University. The CMAR must work to resolve problems arising during the Project, subject to oversight by the Project Manager. Each construction manager must have at least 10 years' experience as a construction manager and have worked on a minimum of two (2) projects, each of at least \$20 million in construction value, in the past seven (7) years. At least one of the projects must be a project identified in the Lead Contractor's qualifications. The Construction Manager must be an individual with authority to make binding decisions on behalf of the Lead Contractor. The Construction Manager must have successfully completed ground-up construction of three projects with a value of at least (thirty) \$30 million dollars.

5.3 Team Members

All team members must hold or obtain licenses required for performing work on the Project under state and local laws. Identify any firms on the team who have previously worked together on similar projects. Demonstrate the team's ability to commit necessary resources to complete the Project. CM and all sub-contractors will be required to have State of West Virginia Contractor license.



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6. Submittal of Qualifications

For each project listed as reference, provide:

- a. A brief description of the project
- b. Provide information regarding multi-phase, multi-product projects delivered on time and
- c. within budget, while accommodating the needs of multiple stakeholders
- d. Name of owner(s) for whom the work was performed
- e. Name and phone numbers of owner's representatives who can verify and discuss the firm's participation in these projects

Provide brief answers and explanations to the following questions:

Within the last five (5) years, has any member of the Proposer's team:

- a. Have active projects that are behind schedule?
- b. Received incentives for early project completion?
- c. Been involved in design and construction related litigation?
- d. Been declared delinquent and/or in default on any project?
- e. Been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity, or have actions pending against them?
- f. Submitted a claim on a project that was not resolved without litigation and if litigated, was not resolved in favor of the member of Proposer's team?
- g. Been assessed liquidated damages on any projects within the past five (5) years?
- h. Been found in violation of any local, state, or Federal laws or regulations, or is any member of the Proposer's team currently under investigation for violation of any such laws or regulations? This includes but is not limited to safety, environmental, and erosion/sediment control issues.

7. Financial/Budgeting Qualifications (Project Planning)

Respondents must provide a statement, describing their approach to financial planning including identification of any perceived challenges and proposed innovations to meet these challenges. The Respondent must include what they view as the most significant risk(s) to the University with respect to scoping the project and how those risks can be addressed, mitigated, or allocated to provide best value to the University

Proposers must submit the following information for each major partner:

- a. Contractor must provide a copy of their Pre-Qualification Certificate
- b. Supply proof of sufficient bonding capacity and adequate insurance coverage
- c. A letter from the Contractor's Bonding Company acknowledging the type of project and ensuring they will provide the bonding for the project's duration
- d. The Respondent or Lead Contractor can obtain (i.) a payment bond or bonds in the aggregate amount of one hundred million dollars from an Eligible Surety, and (ii.) a performance bond or bonds in the aggregate amount of one hundred (100) million dollars from an Eligible Surety
- e. Projects, with an emphasis on public-private partnerships that involved sharing substantial risks associated with design, construction, budgeting, operation, and maintenance; demonstrated
- f. Provide current financial statement information



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SECTION THREE: VENDOR PROPOSAL, EVALUATION, & AWARD

- 1. Economy of Preparation:** RFQ should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the RFQ. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
- 2. BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's RFQ response.
- 3. Evaluation and Award Process:** RFQ for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3 and W.Va. Construction Management At-Risk Contracts Act is codified in West Virginia Code §5-22B-1 et seq.
 - a. Required Elements/ of RFQ Response:** The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an RFQ which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project
 - b. Public Advertisement:** All RFQ requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.
 - c. Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
Evaluate the statements of qualifications, performance data, and other materials submitted by the interested firms
 - d. Select a "Prequalified" Firms** which are the best qualified to perform the desired outcome
 - e. Virtual Oral Presentations** may be necessary and if so they will be scheduled around July 28th; This date is subject to change and will be modified to the CMAR who are successful in entering the next phase.



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SECTION FOUR: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY:** Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked, could lead to disqualification of a Vendor's bid. All RFQ or Bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.
- 2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. INQUIRIES:** Additional information inquiries regarding this RFQ must be submitted in writing to Marshall University Office of Purchasing, except for questions regarding proposal submission, which may be oral. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non binding. The deadline for written inquiries is identified in the **Schedule of Events, Section 3**. All inquiries of specification clarification must be addressed to the designated **sole contact** for this RFQ:

Marshall University Office of Purchasing
Michelle Wheeler
Old Main 125
One John Marshall Drive Huntington, WV 25755
Include solicitation number R2501705 on envelope &/or in the subject
line. Email: bidquestions@marshall.edu

The firm, or anyone on the firm's behalf, is not permitted to direct questions or comment on this RFQ with anyone at Marshall University except the sole contact. Violation may result in rejection of the RFQ.

- 4. 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 an RFQ, but the successful vendor must register and pay the fee prior to the issuance of an actual contract.
- 5. ORAL STATEMENTS AND COMMITMENTS:** Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are not binding. Only the information issued in writing and added to the RFQ specifications file by an official written submission and/or addendum is binding.
- 6. ECONOMY OF PREPERATION:** RFQ should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content.



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7. **LABELING OF THE SECTIONS:** The response sections should be labeled for ease of evaluation.
8. **SUBMISSION:** All bids must be submitted electronically through Bonfire™ or signed and delivered by the Vendor to the Marshall University Office of Purchasing at the address listed above on or before the date and time of the RFQ submission deadline. Any RFQ received by the Office of Purchasing staff is in the possession of the Office of Purchasing and will not be returned for any reason. The Office of Purchasing will not accept RFQ, modification of RFQ, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via Bonfire™, hand delivery, or delivery by courier. An RFQ that is not submitted electronically through Bonfire™ should contain the information listed below on the face of the envelope or the bid may be rejected by the University.

The outside of the envelope or package(s) should be sent to the above address and clearly marked:

SEALED BID: R2501705

CONTACT: Michelle Wheeler

SOLICITATION NAME: Marshall University Institute for Cyber Security (ICS)

SOLICITATION CLOSING DATE: July 24, 2025

SOLICITATION CLOSING TIME: 3:00 pm EST

9. **REJECTION OF Qualifications:** The University may accept or reject any RFQ as a whole, or in part in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy. Marshall University may select multiple firms to fulfill the project needs. However, Marshall reserves the right to accept or reject any or all expressions and reserves the right to withdraw this RFQ at any time and for any reason. Submission of, or receipt by Marshall of Expressions confers no rights upon the firm nor obligates Marshall in any manner. A contract based on this RFQ, and the firm's response may or may not be awarded.

Any contract resulting in an award from this RFQ and subsequent negotiations is not valid until properly approved and executed by Marshall.

10. **INCURRING COSTS:** Marshall and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this RFQ for expenses to prepare, deliver, or to attend oral interviews (if required).
11. **ADDENDA:** If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by Marshall to all potential firms of record.
12. **PRICE QUATOTATIONS:** No "price" or "fee" quotation is requested or permitted in response.
13. **PUBLIC RECORD:**

- a. Submissions are Public Record**



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- i. All documents submitted to Marshall related to purchase orders/contracts are considered public records. All RFQ submitted by firms shall become public information and are available for inspection during normal official business hours at Marshall after the expressions have been opened.

b. Written Release of Information

- i. All public information may be released with or without a Freedom of Information request.

c. Risk of Disclosure

- i. The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to Marshall by a firm puts the risk of disclosure on the firm. Marshall does not guarantee non-disclosure of any information to the public.

14. PURCHASING AFFADIVT: West Virginia State Code §SA-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit must be signed and submitted prior to award. The Affidavit must be submitted with the RFQ.



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SECTION FIVE: MARSHALL UNIVERSITY GENERAL TERMS AND CONDITIONS

By signing and submitting the RFQ, the firm agrees to be bound by all the terms contained in Section 5 of this RFQ.

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**
- 2. CONFLICT OF INTEREST:** The firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to Marshall University.
- 3. PROHIBITION AGAINST GRATUITIES:** The firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, Marshall University shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.
- 4. CERTIFICATIONS RELATED TO LOBBYING:** The firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.



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The firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of the fact upon which reliance was placed when this contract was made and entered into.

- 5. VENDOR RELATIONSHIP:** The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the 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 Solicitation 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, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and 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.
- 6. 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 wages law.
- 7. CONTRACT PROVISIONS:** After qualified firms are identified, and fee negotiations are concluded, a formal contract document will be executed between Marshall University and the firms. The order of precedence is the contract, the RFQ and the firms' response to the RFQ.
- 8. COMPLIANCE WITH GOVERNING LAWS:** Vendor 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.



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9. **SUBCONTRACTS/JOINT VENTURES:** Marshall University will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of Marshall University, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors
10. **NON-APPROPRIATION OF FUNDS:** If Marshall University is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, Marshall University may terminate the contract at the end of the affected current fiscal period without further charge or penalty. Marshall University shall give the firm a written notice of such non-allocation of funds as soon as possible after Marshall University receives notice. No penalty shall accrue to Marshall University in the event this provision is carried out.
11. **CONTRACT TERMINATION:** Marshall University (University or Marshall) may terminate any contract resulting from this RFQ immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. Marshall University shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, Marshall University shall issue the firm an order to cease and resist all work immediately. Marshall shall be obligated only for services rendered and accepted prior to the date of the termination notice. The contract may also be terminated upon the mutual agreement of the parties with thirty (30) days prior notice.
12. **CHANGES:** If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by Marshall University and the firm. An approved contract change order is defined as one approved by the Marshall University prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**
13. **SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and include internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
14. **REQUIRED DOCUMENTS:** All the items checked below must be provided to the University by the Vendor as specified below.
- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.



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☒ **INSERT ADDITIONAL CONDITIONS BELOW:**

Please include W9, Contractor's License, Certificate of Insurance (COI) with Marshall University as Certificate Holder, MURC -2, Purchasing Affidavit, Drug Free Workplace Certificate, Criteria for Selection of Lowest Qualified Bidder, all Signature pages dated & signed, Disclosure of Interested Parties to Contracts, and Subcontractors List.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless of whether that requirement is listed above.

- 15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.
- 16. 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.
- 17. TAXES:** The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.
- 18. FISCAL YEAR FUNDING:** The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made 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 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.
- 19. DISPUTES –** Any language binding the University 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.
- 20. ARBITRATION:** Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.
- 21. AMENDMENTS -** The parties agree that all amendments, modifications, alterations or



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changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

- 22. PROPOSALS are NOT to be marked as confidential or proprietary** 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-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University’s sole discretion. The University shall not be liable in any way for disclosure of any such records Any provisions regarding confidentiality of 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.
- 23. VENDOR CERTIFICATIONS:** By signing its bid or entering into the 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 the 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 the Contract 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 University. The individual signing this bid or offer on behalf of 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; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.
- 24. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT** West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.
- 25. DISCLOSURE OF INTERESTED PARTIES** A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.
- 26. 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



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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 University.

- 27. FERPA:** Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA"). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

- 1. CONTRACTOR'S LICENSE:** W. Va. Code § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.
The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.
- 2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Marshall University Office of Purchasing shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code § 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
 - i. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4 Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code §21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
 - ii. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a



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certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Marshall University Office of Purchasing. For contracts of \$25,000 or less, the public authority shall be the Department issuing the contract. The report shall include: (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided; (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests; (3) The average number of employees in connection with the construction on the public improvement; (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post- accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code §21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- iii. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Marshall University Office of Purchasing within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Marshall University Office of Purchasing shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Marshall University Office of Purchasing's request for the subcontractor list.

- a. Required Information. The subcontractor list must contain the following information:
- i. Bidder's name
 - ii. Name of each subcontractor performing more than \$25,000 of work on the project
 - iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
 - iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this



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clear in the bid itself or in documentation following the request for the subcontractor list.) Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

- b. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract



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SECTION 6: EVALUATION AND SHORTLISTING VENDORS

- 6.1. **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals. The Respondent who demonstrates they meet the qualifications and experience identified in the specifications, attains the minimum acceptable score, and attains the highest overall point score of all Vendors will be selected
- 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 appointed below for a total of one hundred (100) points.

6.3. **Evaluation Point Allocation:**

CRITERIA	POSSIBLE POINTS
Management Experience and Approach	20
Experience of Key Individuals	20
Past Performance &/or Compliance	15
Financial Qualifications	20
Letter of Interest &/or character, integrity, & etc	15
Virtual Oral Presentation &/or Timeframe/Execution	10
TOTAL SCORE:	100



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Certification and Signature Sheet

By signing below, I certify that I have reviewed this Expression of Interest in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the submitting firm to execute this Expression or any documents related thereto on submitting firm's behalf; that I am authorized to bind the submitting firm in a contractual relationship; and that, to the best of my knowledge, the submitting firm has properly registered with any State agency that may require registration.

(Firm)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 30-42-14

Attach additional pages if necessary

Revised: 10/12/21

ADDENDUM ACKNOWLEDGEMENT
FORM SOLICITATION NO.: R2501705 RFQ-CMAR
Institute for Cyber Security "ICS" Marshall University

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number)

(Fax Number)

(Email Address)

CERTIFICATION AND SIGNATURE: By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has/will properly register with the WV Purchasing Division and Marshall University.

(Company)

(Authorized Signature)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number)

(Fax Number)

MARSHALL UNIVERSITY

CRITERIA FOR SELECTION OF LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER

Pursuant to the laws of the State of West Virginia and Marshall University's Board of Governors Policy FA-9, Purchasing Policy, construction projects over \$100,000.00 must award bids only to the lowest responsible and responsive vendor. Therefore, Marshall University must consider the following factors, and the information from the Contractor's Qualification Statement (AIA Document A305-1986), when making a determination as to whether a contractor's bid is not only the lowest, but is also responsible and responsive. Therefore, the apparent low vendor with the lowest bid must respond in writing to the following thirteen (13) items and provide a completed AIA Document A305-1986 (Contractors Qualification Statement) to the Office of Purchasing prior to Bid Closing. These documents will be used in the evaluation process to determine if the Vendor is both responsible and responsive. For all responses, please include any other company/vendor names that you have operated under that are included in the responses provided. Also include the years of experience the company/vendor has in the construction, renovation, or building repair business.

1. The company/vendor's participation in a drug program that meets the objectives, applicable laws and regulations for a drug free workplace including the use of tobacco and alcohol on school properties.

2. The continuity, experience, and skill of the company/vendor's work force and that of the company/vendor's designated subcontractors.

3. The company/vendor's performance on similar construction projects. Please list the three (3) most current similar projects.

MARSHALL UNIVERSITY
CRITERIA FOR SELECTION OF LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER

4. The company/vendor's ability to successfully complete projects within the proposed schedules and deadlines.

5. The company/vendor's participation in a *bona fide* joint apprenticeship program that is approved by the US Department of Labor, US Bureau of Apprenticeship Training and is administered in compliance with the rules and regulations of the WV Department of Labor. [See DOL 42-7-3.1(i)]

6. The company/vendor's history of compliance with Worker's Compensation and Unemployment Compensation laws.

7. The company/vendor's history of compliance with OSHA requirements.

8. The company/vendor's subcontractor's compliance with state regulatory agencies i.e. WV Department of Labor, the WV Insurance Commission, Workforce WV, WV Secretary of State's Office, etc.

MARSHALL UNIVERSITY
CRITERIA FOR SELECTION OF LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER

9. The company/vendor's local hiring plan and history of compliance with the WV Jobs Act, (W. Va. Code, Chapter 21, Article 1C) regarding use of the local labor market.

10. The bonding record of the company/vendor.

11. The company/vendor's participation as a party in any legal action where an awarded liability could negatively impact the ability of the company/vendor to complete this project.

12. The company/vendor's financial stability and its impact on the company's ability to complete the project.

MARSHALL UNIVERSITY
CRITERIA FOR SELECTION OF LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER

13. Response from company/vendor's references and recommendations of other owners for whom the company/vendor has worked.

Additional space for responses. Please number which question/answer you are adding to.

[illegible]

MARSHALL UNIVERSITY
CRITERIA FOR SELECTION OF LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER

All of the factors, as outlined above as supported by the accompanying Contractors Qualification Statement, will be considered by Marshall University in determining the “best” responsible and responsive Vendor.

Company

Authorized Signature

Printed Name and Title of Authorized Representative

Date

Phone Number

Fax Number

Note: Your responses should be submitted with the bid to expedite document processing.

MURC AGREEMENT ADDENDUM

MURC-2
Effective Feb. 2014

Vendor/Purpose:
Order no:

MURC #:

In the event of conflict between this Marshall University Research Corporation addendum and the vendor agreement, Marshall University Research Corporation addendum shall control:

ARBITRATION- Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to Marshall University Research Corporation.

ACCELERATION- Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

AMENDMENTS- All amendments, modifications, alterations or charges to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this Marshall University Research Corporation addendum without the express written approval of Marshall University Research Corporation.

ATTORNEY FEES- Marshall University Research Corporation recognizes an obligation to pay attorney's fees or cost only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

GOVERNING LAW- The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

HOLD HARMLESS- Any clause requiring Marshall University Research Corporation to indemnify or hold harmless any party is hereby deleted in its entirety.

INSURANCE- Any provision requiring Marshall University Research Corporation to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

INTEREST- Should the agreement include a provision for interest on late payments, Marshall University Research Corporation agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

PAYMENT- Any references to prepayment are deleted. Payment will be in arrears.

RECOUPMENT- Any language in the agreement waiving Marshall University Research Corporation's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

RENEWAL- Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

RIGHT TO NOTICE- Any provision for repossession of equipment without notice is hereby deleted. However, Marshall University Research Corporation does recognize a right of repossession with notice.

RIGHT TO TERMINATE- Marshall University Research Corporation shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.

SIMILAR SERVICES- Any provisions limiting Marshall University Research Corporation's rights to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

STATUTE OF LIMITATION- Any clauses limiting the time in which Marshall University Research Corporation may bring suit against the Vendor, lessor, individual, or any other party are deleted.

TAXES- Provisions in the agreement requiring the Marshall University Research Corporation to pay taxes are deleted. As a not for profit entity, the Corporation is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall University Research Corporation file any tax returns or reports on behalf of Vendor or any other party. Upon request, MURC will provide appropriate tax-exempt documentation.

TERMINATION CHARGES- Any provision requiring Marshall University Research Corporation to pay a fixed amount of liquidated damages upon termination of the agreement is hereby deleted. Marshall University Research Corporation may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current project period due to wrongful termination by Marshall University Research Corporation prior to the end of any current agreement term,

ACCEPTED BY:
MARSHALL UNIVERSITY RESEARCH CORP.

Spending Unit: _____

Signed: _____

Title: **John Maher Executive Director, MURC**

Date: _____

VENDOR

Company Name: _____

Authorized Signature: _____

Name/Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
West Virginia Board of Risk & Insurance Management		PHONE (A/C, No, Ext): 304-766-2646	
1124 Smith Street Suite 4300		FAX (A/C, No): 304-558-6004	
Charleston WV 25301		E-MAIL ADDRESS: brim.underwriting@wv.gov	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Co of Pittsburgh PA	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		L	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ \$3,000,000 PRODUCTS - COMP/OP AGG \$ NONE \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		L	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	L STOP GAP	07/01/2021	07/01/2022	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to the Provisions, Conditions and Exclusions of the policies listed above, it is agreed that the Certificate Holder is an "Additional Insured" with respects to:

CERTIFICATE HOLDER	CANCELLATION
MARSHALL UNIVERSITY ONE JOHN MARSHALL DRIVE HUNTINGTON, WV 25755	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>M. Duke</i>

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER

INSURANCE AGENCY'S NAME AND ADDRESS

CONTACT NAME:

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS:

PRODUCER

CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

CONTRACTOR'S NAME AND ADDRESS

INSURER A :

INSURER'S NAME

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
	<input type="checkbox"/>	PROPERTY				<input type="checkbox"/>	BUILDING	\$	
	CAUSES OF LOSS					DEDUCTIBLES	<input type="checkbox"/>	PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC					BUILDING	<input type="checkbox"/>	BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD					CONTENTS	<input type="checkbox"/>	EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL						<input type="checkbox"/>	RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					<input type="checkbox"/>	BLANKET BUILDING	\$	
	<input type="checkbox"/> WIND					<input type="checkbox"/>	BLANKET PERS PROP	\$	
	<input type="checkbox"/> FLOOD					<input type="checkbox"/>	BLANKET BLDG & PP	\$	
	<input type="checkbox"/>					<input type="checkbox"/>		\$	
	<input type="checkbox"/>					<input type="checkbox"/>		\$	
A	<input checked="" type="checkbox"/>	INLAND MARINE	TYPE OF POLICY			<input checked="" type="checkbox"/>	BUILDING	\$ CONTRACT AMOUNT	
	CAUSES OF LOSS		<input checked="" type="checkbox"/>			TRANSIT	\$ 20%		
	<input type="checkbox"/> NAMED PERILS		POLICY NUMBER			<input checked="" type="checkbox"/>	OFF-SITE STORAGE	\$ 20%	
	<input type="checkbox"/>		<input type="checkbox"/>				\$		
	<input type="checkbox"/> CRIME					<input type="checkbox"/>		\$	
	TYPE OF POLICY					<input type="checkbox"/>		\$	
						<input type="checkbox"/>		\$	
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					<input type="checkbox"/>		\$	
						<input type="checkbox"/>		\$	
						<input type="checkbox"/>		\$	
						<input type="checkbox"/>		\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME AND ADDRESS

MARSHALL UNIVERSITY IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

MARSHALL UNIVERSITY
ONE JOHN MARSHALL DRIVE
HUNTINGTON, WV 25755

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E), as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligor, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

(M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligor may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal

(R)

(Name of Principal)

By _____ (S)
(Must be President, Vice President, or
Duly Authorized Agent)

Title

Surety Seal

(U)

(Name of Surety)

Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code §21-1D***.

The above statements are sworn to under the penalty of perjury.

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

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 _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: _____

Address: _____

Contracting business entity's authorized agent: _____

Address: _____

Number or title of contract: _____

Type or description of contract: _____

Governmental agency awarding contract: _____

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (*attach additional pages if necessary*):

Signature: _____ Date Signed: _____

☐ Check here if this is a Supplemental Disclosure.

Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges 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: _____



FINANCE DIVISION

City of Huntington
Finance Division
P.O. Box 1659 | Huntington, WV 25717
(304) 696-5540, option 4
finance@huntingtonwv.gov

Contractor and Subcontractor Requirements

- 1) All General Contractors and Subcontractors will need to obtain a Huntington General Business License before conducting business in the city limits.
 - a. The Business License is \$20.00 per fiscal year (July 1 to June 30).
 - b. Forms can be found on the City of Huntington website at www.cityofhuntington.com.
- 2) You will need to provide the following documentation when applying for a business license:
 - a. A copy of your West Virginia Contractor's License from WV Division of Labor (if applicable).
 - i. Website: www.wvlabor.com
 - b. A copy of your Certificate of Liability Insurance.
 - i. Provide documentation showing the General Liability is at least \$300,000/\$600,000.
 - ii. The City needs to be listed as the Certificate Holder. Please include our mailing address: P.O. Box 1659 Huntington, WV 25717.
 - c. A copy of your WV Business Registration Certificate from the WV State Tax Department.
- 3) A copy of the official contract between the General Contractor and the person initiating the project must be provided with your building permit application.
- 4) General Contractors will need to provide a list of Subcontractors with their contact information when applying for a permit.
 - a. General Contractors are liable for Business and Occupation Taxes that have not been filed by their Subcontractors.
- 5) All Contractors will need to file a Business and Occupation (B & O) Tax Return.
 - a. Business and Occupation Tax is 2% of the gross receipts on labor and materials.
 - b. You will need to list your Project Name, Location, and Gross Income on the back of the return (Schedule C).
 - i. Completing the form will ensure the General Contractor will receive the B&O Tax Releases in a timely fashion.
 - ii. Make sure to indicate on the form if there is no reportable activity during the filing period and return by the due date to avoid unnecessary delinquent notices.
- 6) City Service Fee (CSF) will need to be withheld from employees' paychecks.
 - a. The fee is \$5.00 per week for every week worked inside city limits.
 - b. CSF is required to be collected for each employee for every week that the employee has worked inside city limits regardless of the amount of time worked each week.
- 7) General Contractors must submit a Request for Release for each Subcontractor once the project has been completed.

For additional information please contact:

City of Huntington:

Business and Licensing: (304) 696-5540 opt 4
Inspections and Permits: (304) 696-5540 opt 2
Zoning: (304) 696-5540 opt 3

State Agencies:

WV State Tax Department: 800-982-8297
WV Division of Labor: (304) 558-7890

Permitting Contract Policy

Date of Policy / Procedure Update: January 2, 2016

This Policy will ensure accurate and up-to-date information is being collected on projects throughout the city.

Definitions:

Contractor: a person who in any capacity for compensation, other than as an employee of another, undertakes, offers to undertake, purports to have the capacity to undertake or submits a bid to construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, structure or excavation associated with a project, development or improvement, or to do any part thereof, including the erection of scaffolding or other structures or works in connection therewith, where the cost of the undertaking is two thousand five hundred dollars or more.

Subcontractor: a person who performs a portion of a project undertaken by a principal or general contractor or another subcontractor.

General Building Contractor: a person whose principal business is in connection with any structures built, being build or to be built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, requiring in the construction the use of more than two contractor classifications, or a person who supervises the whole or any part of such construction.

Policy:

Effective January 2nd 2016 there will be new criteria needed for persons applying for building permits. A copy of the official contract between the General Contractor and the person initiating the project must be provided to the permitting office.

The official contract(s) between the General Contractor and the subcontractors working on the project also need to be provided. These contracts should include the total amount (including labor and materials as applicable) each individual subcontractor and General Contractor will receive for the completion of the project. The contract(s) should also contain the name, phone number, and mailing address of the subcontractor or General Contractor.

If a copies of the contracts cannot be provided at the time the permit is being issued, the permitting office may accept a copy of the "Notice to Proceed" form. These forms should reflect the information provided in the official contract and should be provided for every contractor and subcontractor. If the contractor does not have a "Notice to Proceed" form a copy can be provided to them by the permitting office. If the contractor decides to use the "Notice to Proceed" form, the permitting office will need copies of the official contracts before Building Final will be issued.

These rules also apply to any subcontractor who in turn has their own subcontractors working on the same project. They too must supply copies of all official contracts between them, acting as a General Contractor, and their subcontractors.

This policy can be waived under the discretion of the Supervisor of Inspections & Permits Division

* Definitions can be found in West Virginia Code, Chapter Twenty-One, Article Eleven, West Virginia Contractor Licensing Act



FINANCE DIVISION

City of Huntington
Finance Division
P.O. Box 1659 | Huntington, WV 25717
(304) 696-5540, option 4
finance@huntingtonwv.gov

Subcontractor List

Instructions: Please complete and submit the subcontractor list with the building permit application. *For projects 5,000 square feet or greater submit a copy of the Subcontractor List to the Stormwater Director Sherry Wilkins at sherry.wilkins@huntingtonswu.com.*

Please Note: Verification of subcontractors, business name, address, phone number, and contracts must be submitted prior to receiving a permit or final inspection. Any subcontractor not on the list is subject to a STOP ORDER and/or fine of up to \$500 (*Codified ordinances of the City of Huntington 752.08, 752.10, and 752.99*).

General Contractor: _____ Site Location: _____
Phone Number: _____ Improvement Sq. Ft.: _____
Email: _____ Total Job Cost: _____
Project Name: _____ Permit #: (office use only) _____

Trade	Business name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Alarm/Security						\$
Cabinetry/Doors						\$
Concrete/Driveway						\$
Drywall						\$
Electric						\$
Flooring Tile/Carpet						\$
Foundation/Footer						\$
Framing						\$



FINANCE DIVISION

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Subcontractor List

Please Note: Verification of subcontractors, business name, address, phone number, and contracts must be submitted prior to receiving a permit or final inspection. Any subcontractor not on the list is subject to a STOP ORDER and/or fine of up to \$500 (Codified ordinances of the City of Huntington 752.08, 752.10, and 752.99).

Trade	Business Name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Glass Storefront						\$
HVAC						\$
Landscaping						\$
Masonry/ block/brick						\$
Painting/ Stucco						\$
Paving						\$
Plumbing						\$
Roofing						\$
Siding						\$
Signage						\$
Site						\$
Sprinkler system						\$
Stormwater Facilities						\$
Windows						\$

Request for Release

Business and Occupation (Gross Sales) Tax

Instructions: Please send Request for Release(s) to the City of Huntington Finance Division before final payment has been made to the subcontractor(s). If Business and Occupation Taxes have been paid by the subcontractor to the City of Huntington a signed copy of the Request for Release will be sent back to the General Contractor indicating the requested subcontractor can be paid their final payment.

Date:

Project Info

Name:

Address:

Owner (who is this being built for):

Project Start Date:

Project End Date (expected): Brief

Project Description:

General Contractor Info

Name:

Address:

Phone #:

WV State Contractor Lic Number:

Request Release for

Name of Subcontractor:

WV State Contractor Lic Number:

Federal Tax ID:

Address:

Work Start Date:

Work Finish Date(expected):

Amount of Contract:

Amount Paid:

Amount Due:

State of West Virginia

Supplementary Conditions to AIA Document A201-2017
General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Order of Precedence: The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

First Priority – Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

Second Priority – This document "Supplementary Conditions to the AIA Document A201-2017 General Conditions of the Contract for Construction" shall be second in priority.

Third Priority – all other AIA documents including, but not limited to, the AIA Document A201-2017 General Conditions of the Contract for Construction and the A101-2017 Standard Form of Agreement Between Owner and Contractor (when utilized) shall be third or lower in priority.

**ARTICLE 1
GENERAL PROVISIONS**

Add the following Section to Article 1:

§1.05 PARTY RELATIONS

§1.05 The Owner and their consultants, the Architect and their Consultants, and the Contractor and their Subcontractors agree to proceed with the Work on the basis of mutual trust, good faith and fair dealing.

§1.1 BASIC DEFINITIONS

§1.1.1 THE CONTRACT DOCUMENTS

§1.1.1 Delete the last sentence of this Section and substitute the following:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Form of Proposal, Bid Bond and Sample Forms), Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance, Special Provisions For Disadvantaged and Women Business Enterprise Utilization (if bound herein).

§1.1.2 THE CONTRACT

§1.1.2 Make the following changes to Section 1.1.2:

In the last sentence, insert "and the Contractor" after "The Architect" and delete "the Architect's" and insert "their respective".

§1.2 Correlation and intent of Contract Documents

§1.2.1.1 In the second sentence, remove "any law" and insert "West Virginia law or any applicable federal law". In the last sentence, remove "by law" and insert "West Virginia law or any applicable federal law".

§1.7 Digital Data Use and Transmission

§1.7 Delete the last sentence of this section in its entirety.

§1.8 Building Information Models Use and Reliance

§ 1.8 Remove this section in its entirety and replace it with the following:

"Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model."

ARTICLE 2
OWNER

§2.1 GENERAL

§ 2.1.1 Add the following after the last sentence:

Notwithstanding the foregoing, the parties understand that since Owner is a government entity, change orders will often require approval by entities in addition to owner. When owner is a state agency, those entities may include, but are not limited to, the West Virginia Attorney General's Office and the West Virginia Purchasing Division. Additionally, approval may be required by agencies providing project funding, including but not limited to, West Virginia School Building Authority and agencies of the United States federal government.

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the "Clerk of the Works") at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate and assist the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor's supervision and direction of the Work, and the Contractor's means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner, Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner

§2.2 Evidence of the Owner's Financial Arrangements: Delete § 2.2 and all of its subsections in its entirety.

§2.3 Information and Services Required of Owner

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add ", when required pursuant to West Virginia Code §30-12-1 et seq." Add the following sentence at the end of Section 2.3.2: "If the Owner does not retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located, the Owner will appoint an individual to assume the role and obligations of the Architect pursuant to this Agreement."

§2.3.3 Delete this section in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

ARTICLE 3
CONTRACTOR

§3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor's failure to review and understand the contract documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

§3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be

entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the Work was performed.

§3.4 LABOR AND MATERIALS

§3.4.1 Vendor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

- W. Va. Code § 5-19-1 *et seq.*, relating to domestic steel preference.
- W. Va. Code § 5A-3-56 relating to domestic steel preference, provided that the Owner is a state agency subject to Chapter 5A, Article 3 of the W. Va. Code.
- W. Va. Code § §21-1C-1 *et seq.*, relating to local hiring preference
- W. Va. Code §21-1D-1 *et seq.*, relating to drug free workplace requirements.

§3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

§3.5 WARRANTY

§3.5 Add the following sentence at the end of Section 3.5:

The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

§3.8 ALLOWANCES

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

§3.9 SUPERINTENDENT/PROJECT MANAGER

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add "or project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Section to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

§3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§3.10.1 Make the following changes to Section 3.10.1:

In the first sentence, delete the word "promptly" and substitute "by the earliest reasonable date".

Add the following sentence to the end of Section 3.10.1: "The Contractor shall submit an updated construction schedule with each payment application, unless waived by the Owner."

Add the following Sections to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project is two (2) weeks or more behind schedule, beyond approved time extensions, or if at any time during

the last thirty (30) days of the scheduled Contract Time the Contractor is one (1) week or more behind schedule, the Contractor shall immediately submit a plan to the Owner describing how the Work will be placed back on schedule within the remaining Contract Time.

§3.10.5 If the Owner and the Architect determine that the performance of the Work during any stage of the construction schedule last approved by the Owner has not progressed or reached the level of completion required by the Contract Documents, the Owner will have the right to order the Contractor to take corrective measures (hereinafter referred to collectively as Extraordinary Measures) necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures. Such Extraordinary Measures shall continue until the progress of the Work complies with the last approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule after allowing for approved extensions of Contract Time as provided elsewhere in this Agreement. The Contractor is not entitled to an adjustment in the Contract Sum in connection with any Extraordinary Measures required by the Owner. The Owner may exercise its rights under this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule.

§3.11 DOCUMENTS AND SAMPLES AT THE SITE

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

§3.15 CLEANING UP

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must

first provide Contractor with 10 days notice of its intent to do so. If any materials, tools, supplies or other personal property belong to a subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately.

§3.15 Add the following Section to 3.15:

§3.15.3 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

ARTICLE 4 ARCHITECT

§4.1 GENERAL

§4.2 ADMINISTRATION OF THE CONTRACT

§4.2 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".

§4.2.2 In the first sentence of Section 4.2.2 strike the word "generally."

§4.2.3 In the first sentence of Section 4.2.3 strike the word "reasonably."

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

§4.2.7 Delete the first sentence of Section 4.2.7 and substitute the following:

The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Modify the second to last sentence by removing it in its entirety and replacing it with the following: The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures, unless the Architect has established the required construction means, methods, techniques, sequences, or procedures, or the Contract Documents require such approval.

§4.2.8 Make the following change to Section 4.2.8:

In the first sentence, after the word Architect add ", in consultation with the Owner,".

**ARTICLE 5
SUBCONTRACTORS**

§5.2 Award of Subcontracts and Other Contracts for Portions of Work

§5.2.1 Add the following sentence to Section 5.2.1.

This provision in no way limits the Contractor's legal obligations to report subcontractors and labor/material suppliers under W. Va. Code § 5-22-1(f) and obtain approval under W. Va. Code § 5-22-1(g) prior to any subcontractor substitution.

§5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:

§5.4 Emergency Contracts with Subcontractors:

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

**ARTICLE 7
CHANGES IN THE WORK**

§7.1 General

§7.1.2. In Section 7.1.2. remove the word "alone" and insert "with approval by the Owner."

§7.2 CHANGE ORDERS

§7.2 Add the following Section to 7.2:

§7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that if Owner is a state agency, change orders may require approval by entities in addition to Owner. Those entities may include, but are not limited to, the West Virginia Purchasing Division, and the West Virginia Attorney General's Office. Owner

and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

§7.2.3. Allowance for Overhead and Profit: Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed based on the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.3 CONSTRUCTION CHANGE DIRECTIVES

§7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

§7.3.7 Delete the word "recorded" and replace it with "processed".

§7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order.

§7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

Add the following Section to 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate

without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.4 Minor Changes in Work. Insert the following sentence at the end of section 7.4:

"Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it."

ARTICLE 8 **TIME**

§8.3 DELAYS AND EXTENSIONS OF TIME

§8.3.1 In the first sentence, delete "unusual delay in deliveries," and add "unmitigatable costs attributable to" before the words "adverse weather conditions."

ARTICLE 9 **PAYMENTS AND COMPLETION**

§9.1 Contract Sum

§9.1.2 Add the following sentence to the end of section 9.1.2:

"Any equitable adjustment of unit prices must be processed as a change order to the contract"

§9.2 SCHEDULE OF VALUES

§9.2 Make the following changes to Section 9.2:

In the first sentence add "and the Owner" after the first reference to the Architect. In the second sentence add "or the Owner" after Architect. Remove the last sentence in its entirety and replace it with the following:

"Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect or owner may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment."

§9.3 APPLICATIONS FOR PAYMENT

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add "and the Owner" after the first reference to the Architect and add "and other required documents" after the words "schedule of values."

§9.3.1.1 Delete clause 9.3.1.1 in its entirety and substitute the following:

§9.3.1.1 Such applications may include requests for payment on account of changes in the Work authorized by Construction Change Directives and Change Orders only after a purchase order has been issued for the Work affected.

§9.3.1 Add the following clauses to Section 9.3.1:

§9.3.1.3 Until the Work is fifty percent (50%) complete, the Owner will withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

§9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, if the Surety withholds its consent, or for other good and sufficient reasons.

§9.4 CERTIFICATES FOR PAYMENT

§9.4.1 After the phrase "in the full amount of the Application for Payment," insert the phrase "less any retainage withheld pursuant to section 9.3.1.3,".

§9.6 PROGRESS PAYMENTS

§9.6.7 Delete Section 9.6.7 in its entirety.

§9.6.8 Delete Section 9.6.8 in its entirety.

§9.7 FAILURE OF PAYMENT

§9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days." In line four, delete "binding dispute resolution" and substitute "the West Virginia Claims Commission"

§9.8 SUBSTANTIAL COMPLETION

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.8.5 Add the following clause to Section 9.8.5:

§9.8.5.1 The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims.

§9.10 FINAL COMPLETION AND FINAL PAYMENT

§9.10.1 Add the following to the end of Section 9.10.1:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.10.2 Make the following changes in Section 9.10.2:

In the first sentence, delete "for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner)."

Add the following clause to Section 9.10.2:

§9.10.2.1 Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by the Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made.

§9.10.3 Add the following clause to Section 9.10.3:

9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

§9.10.4 Make the following changes in Section 9.10.4:

In the first sentence, delete the word "the" and replace it with "Unless and until the Contractor makes a subsequent Claim against the Owner, the".

Add the following as the last sentence. "Neither the Owner's offer of a final payment nor its acceptance by the Contractor shall legally prevent or limit the Owner's right to assert any and all counterclaims in litigation filed by the Contractor as allowed in section 15.1.8."

Add the following Sections to Article 9:

§9.11 LIQUIDATED DAMAGES

§9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 8, and if final completion is not achieved within the specified time frame following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum(s) stated in this Agreement and/or purchase order.

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

§10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

§10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

§10.3 HAZARDOUS MATERIALS

§10.3.3 Delete Section 10.3.3 in its entirety.

ARTICLE 11

INSURANCE AND BONDS

§11.1 CONTRACTOR'S LIABILITY INSURANCE

§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. a Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

§11.2 Owner's Insurance Delete section 11.2 in its entirety.

§11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

§11.4 Section 11.4 is deleted in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

§11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have 14 days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§13.4 TESTS AND INSPECTIONS

§13.4.1 Remove the phrase "so require" and insert in its place "prohibit delegation of the test to Contractor"

§13.6 INTEREST

§13.6 Delete Section 13.5 in its entirety and substitute the following:

Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited.

Add the following Sections to Article 13:

§13.6 WORKERS COMPENSATION

The Contractor shall provide proof of compliance with West Virginia Worker's Compensation laws and regulations.

§13.7 CONTRACTOR'S LICENSE

§13.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.7.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license in a classification appropriate to the Work prior to issuance of a purchase order/contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§14.1 TERMINATION BY THE CONTRACTOR

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other

damages incurred by the Owner and not expressly waived, such excess shall not be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

§14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty days written notice.

§14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Add the following Section to Article 14:

§14.5 FISCAL YEAR FUNDING

§14.5 Work performed under this Contract is to continue in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this Work. In the event funds are not appropriated for this Work, this Contract becomes of no effect and is null and void after June 30.

ARTICLE 15 CLAIMS AND DISPUTES

§15.1 Claims

§15.1.2 TIME LIMITS ON CLAIMS

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

Any applicable statute of limitations shall be in accordance with West Virginia Code.

§15.1.3 **NOTICE OF CLAIMS** Add the following to § 15.1.3:

§15.1.3.3 All claims, and notice of claims that require an increase in contract time, contract scope, or contract sum must be made in writing.

§ 15.1.8 is added to the Contract as follows:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

§15.2 INITIAL DECISION

§15.2.1 In the third sentence of Section 15.2.1, insert "or litigation" following the word "mediation" and remove the phrase "binding dispute resolution" and replace it with "or litigation".

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete "or pursue binding dispute resolution proceedings."

§15.2.8 Delete Section 15.2.8 in its entirety.

§15.3 MEDIATION

§15.3.1 Delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

§15.3.2 Delete Section 15.3.2 in its entirety and substitute the following:

§15.3.2 The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§ 15.3.3 Remove section 15.3.3 in its entirety

§15.4 ARBITRATION

§15.4 Delete Section 15.4 in its entirety and substitute the following:

§15.4 SETTLEMENT OF CLAIMS

§15.4.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Claims Commission for this purpose. The Parties understand that this sovereign immunity and the Constitution of the

State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document A201-2017 or another related document are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Claims Commission. The following Sections have been rewritten to bring them into conformance with the foregoing.

§15.4.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of Kanawha County, West Virginia, or in any other court that has jurisdiction, as the Owner may elect.

§15.4.3 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4 and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the West Virginia Claims Commission or, for the Owner, by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect.

§15.4.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.5 During court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.6 Claims shall be made within the time limits specified in Section 15.2.6.1.

§15.4.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

ARTICLE 16 EQUAL OPPORTUNITY

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the applicable State purchasing officer and the Attorney General, and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 (when utilized) or other Contract Documents.

Owner:

Contractor:

By:

By:

Title:

Title:

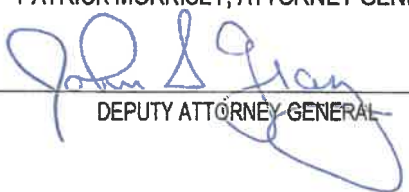
Date:

Date:

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this 20th day of February, 2019, by the West Virginia Attorney General's office as indicated in the signature line below. Any modification of this document is void unless expressly approved in writing by the West Virginia Attorney General's Office.

PATRICK MORRISEY, ATTORNEY GENERAL

BY:


DEPUTY ATTORNEY GENERAL

Submission Instructions for Suppliers

R2501705 Marshall University Institute for Cyber Security (ICS) - Request for Qualifications (RFQ CMAR)

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: PDF (.pdf)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **July 24, 2025 2:59:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help? Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>