

**REQUEST FOR PROPOSALS #CU2204
HVAC DESIGN SERVICES**

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Exhibits:

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| Exhibit A | Vendor Registration Form |
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| Exhibit C | Purchasing Affidavit |
| Exhibit D | Title Page |
| Exhibit E | Agreement Addendum |

Questions will be received until 4:00PM EST on Friday, January 7, 2022

Proposals will be received until 4:00PM EST on Monday, January 24, 2022.

REQUEST FOR PROPOSALS

RFP #CU2204

SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1 Purpose: Concord University is accepting proposals for Design Services associated with the replacement of heating, ventilation and air conditioning systems (HVAC) in Marsh Administration Building and Science Hall, 1000 Vermillion St., Athens, WV 24712.

1.2 Schedule of Events:

Release of RFP: 12/08/21

Question Deadline: 01/07/22

Addendum/Response to Questions: 01/14/22

Proposal Due Date: 01/24/22

Target Award Date: 02/07/22

1.3 Bidder's Points of Contact: The purchasing point of contact for questions, clarification and inquiries concerning the Request for Proposal (RFP) process is:

John Galatic, VP of Business & Finance/CFO

PO Box 1000

Athens, WV 24712

(304) 384-5190

jgalatic@concord.edu

Bidders may request to schedule a walkthrough of both buildings with Concord University's Director of Physical Plant prior to submitting a proposal. The Director can address technical questions, clarifications, and inquiries regarding the HVAC system during the walkthrough. The Director's contact information is as follows:

L. Gerry Vonville

Maintenance Building

1000 Vermillion Street

(304) 384-5266

lgvonville@concord.edu

1.4 Posting of Information: This RFP and any addenda, including answers to questions, will be posted on the Concord University RFP webpage: <https://www.concord.edu/About/Important-Offices-Centers/Business-Office/Accounts-Payable-Procurement/RFPs.aspx>.

1.5 Questions and Answers: Questions concerning this RFP that were not answered during the walkthrough will be received in writing (via e-mail is acceptable) by the point of contact until

the deadline identified in Section 1.2. When submitting questions by e-mail, please reference RFP CU2204 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Proposal Submission: Deliver an original and one (1) copy of the proposal to the VP of Business & Finance/CFO on or before the date required in Section 1.2. The outside of the envelope should be clearly marked with the RFP number, the bid opening date/time and the VP of Business & Finance/CFO's name.

NOTE: ALL FEES ARE TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE LABELED AS FEE INFORMATION.

In addition, a digital copy of the proposal should be submitted; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original bid. Fee information must be saved to a separate flash drive.

PROPOSALS RECEIVED AFTER THE DUE TIME AND DATE WILL NOT BE CONSIDERED. IT IS THE BIDDER'S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE PROPOSAL.

1.7 Proposals shall remain in effect ninety (90) days from the submission date.

1.8 Conflict of Interest: By signing the proposal, the bidder affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its' proposal. Bidder will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the bidder must disclose it to the institution promptly.

1.8 Independent Proposal: A proposal will not be considered for award if the fee in the proposal was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such fees with any other offer or with any competitor. The fee quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.9 Rejection of Proposals: The VP of Business & Finance/CFO reserves the right to accept or reject any or all proposals, in part or in whole, at his discretion. The VP of Business & Finance/CFO reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the VP of Business & Finance/CFO confers no rights upon the bidder nor obligates the institution in any manner.

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

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

1.12 Oral Statements and Commitments: Any oral representations made or assumed to be made during discussions held between the bidder's representatives and the institution personnel are not binding. Only the information issued in writing and added to the RFP by an official written addendum is binding.

1.13 Award: It is anticipated that a single contract will be awarded for all services. However, the institution reserves the right to configure the contract in whatever manner is in its' best interests.

1.14 Public Record: All documents submitted in response to the RFP and any documents created as a result of this RFP are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at the institution.

The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.15 Contract: The RFP and the bidder's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFP and any addendum and the bidder's proposal in the response to the RFP.

1.16 Contract Term: This contract will be effective upon award and shall extend for a period of one (1) year. By mutual consent of the vendor and the institution, the contract may be renewed for an additional one (1) year.

1.17 Contract Changes: Any changes to the original contract will be made via a Change Order issued by the institution. No change is official until a signed Change Order is produced.

1.18 Contract Termination for Unavailability of Funds. If funds are not appropriated or allocated for the services provided under this contract, the institution may terminate the contract at the end of the affected current fiscal period without charge or penalty. The institution shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after the institution receives notice.

1.19 Contract Termination for Failure to Perform: The institution may terminate the contract resulting from this RFP immediately at any time the vendor fails to meet the terms of the contract.

1.20 Payment of fees will be made upon successful completion of the required services. Progress payments for services satisfactorily completed may be made pursuant to a payment schedule which is deemed satisfactory to the Systems and is included in the bidder's response to this RFP.

1.21 Invoices: The vendor shall submit invoices, in arrears. State law prohibits payment of invoices prior to receipt of services. State law does not provide for interest payments on late payments. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

1.22 Governing Law: This contract shall be governed by the laws of the State of West Virginia.

SECTION 2: ELIGIBILITY REQUIREMENTS

2.1 Vendor Registration – WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000. See <http://www.state.wv.us/admin/purchase/VendorRge.html> for additional vendor registration information.

2.2 Debarment – WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

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

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

2.5 Purchasing Affidavit – WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit B) should be completed, signed and returned with the bidder's proposal.

2.6 RFP Response Title Page – The Title Page includes the RFP Number, Addenda Received check boxes, the Bidder's business name, business address and telephone number, a contact name and e-mail address and includes a signature line and date for the individual authorized to obligate the business. See Exhibit C.

SECTION 3: BACKGROUND INFORMATION

3.1 Founded in 1872, Concord University is a four-year public university in Athens, WV and is part of the West Virginia Higher Education System.

3.2 There are currently approximately 1,800 students enrolled.

3.3 Major HVAC upgrades are needed for the institution's Main Administration Building (Marsh Hall) and the adjacent Science Hall.

3.4 A comprehensive engineering study must be completed before any repairs or renovations are made.

SECTION 4: SCOPE OF SERVICES

4.1 Phase I – Assessment and Schematic Design

4.1.1 Perform a site evaluation of the complete existing HVAC systems, mechanical rooms, and existing electrical distribution systems related to replacing the existing hot water/chilled water roof top HVAC systems with IPax (DX) Units and evaluation of the existing PTAC units throughout both buildings for reuse or replacement. Identify any Architectural issues relative to replacing any PTAC units and wall repair as needed, if necessary.

4.1.1.1 Obtain existing building plans from Concord University Physical Plant staff and perform field evaluation to identify the existing systems components and calculate new heating/cooling loads to ensure all new systems components and end devices are properly sized.

4.1.2 Prepare a detailed technical report identifying deficiencies of the existing HVAC and electrical systems and make recommendations for stated upgrades/replacements. The technical memorandum shall identify the systems by each building and include budgetary estimates.

4.1.3 Provide a through schematic design for a new HVAC system and all associated equipment to coordinate with existing DDC Controls from Trane Technologies. Provide a comprehensive schematic construction cost estimate covering all aspects of this project at a schematic design phase. Also provide suggestions, if any, for installing such a new HVAC system in phases.

4.2 Construction Document Preparation and Bidding

4.2.1 Written specifications to include General Conditions, Products, Submittals, and detailed construction drawings.

4.2.2. Prepare construction cost estimate.

4.2.3 Present draft drawings to Concord University Physical Plant Assistant VP of Business & Finance/CFO, Steve Miller, for review and final approval.

4.2.4 Deliver two complete sets of stamped and signed detailed drawings and specifications.

4.2.5 Provide an estimated construction schedule.

4.3 Engineering Construction Services

4.3.1 Schedule and attend a walk-through pre-bid meeting to review project specifications with all potential bidding contractors and Concord Physical Plant staff.

4.3.2 Schedule and conduct bi-weekly jobsite construction progress meeting to enhance communication and reduce the likelihood of problems

4.3.3 Conduct Project Close-Out Meeting to review warranty limitations and responsibility of interested parties and Concord Physical Plant staff.

SECTION 5: VENDOR INFORMATION AND QUALIFICATIONS

Provide a statement/response to each of the following:

5.1 Identify and provide a statement of qualifications of individuals to be assigned direct responsibility for the services.

5.2 Describe the experience that key personnel have, their length of service with the firm, as well as other relevant skills.

5.3 Describe the Firm's size, illustrating its ability to fulfill the terms of the RFP.

5.4 Describe any related experience.

5.5 Provide a complete description of how the work will be conducted including all quality assurances that are provided in the firm's process for this type of work and detail the amount of time and effort that will be required of the entities' personnel. Include in this description an explanation of the tools/technology used to collect/coordinates requested items.

5.6 Provide a proposed schedule that ensures completion of the services. The proposed schedule must be divided into the three phases listed in the scope of work.

5.7 Provide the names, telephone numbers and mailing addresses of at least three higher education clients and the contact person from whom references may be obtained for both the firm and the key personnel assigned to the engagement. References should be from clients comparable to the type and scope of services solicited in this RFP.

5.8 Provide Consultant's approach to the assessment of the existing facility HVAC equipment.

5.9 Provide Consultant's approach to Schematic Design, Design Development, and Construction Document Completion.

5.10 Provide a statement of staff availability

SECTION 6: BIDDER RESPONSE AND EVALUATION CRITERIA

6.1 Economy of Preparation: Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

NOTE: ALL FEES ARE TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE LABELED AS FEE INFORMATION.

6.2 Proposals should be limited to 50 pages. Additional material may be presented as exhibits to the main proposal.

6.3 A Title Page (Exhibit C) should be provided. The Title Page is the preferred method of providing the bidder's information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

6.4 The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below.

Vendors failing to score at least 70% or 49 points for Sections 6.4.1 and 6.4.2 will not be considered to have met the minimum acceptable score. Any vendor not meeting the minimum acceptable score will NOT have their fees opened and will NOT be considered for award of the bid.

6.4.1 Qualifications, Experience and Company Background – 40 points

Responses to Section 5 will be reviewed and evaluated here.

6.4.2 Services – 30 points

Responses to Section 3 and 4 will be reviewed and evaluated here.

6.4.3 Fees – 30 points – The low bid will receive the full 30 points. Each higher bid will receive a percentage of the 30 points on a ratio basis compared to the low bid cost.

6.5 Award will be made to the bidder receiving the highest point total.

6.6 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked bidder, the VP of Business & Finance/CFO reserves the right to undertake negotiations with the next highest ranked bidder and so on until mutually acceptable terms can be reached.

SECTION 7: ADDITIONAL INFORMATION

7.1 By submitting a proposal in response to this RFP, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFP in total shall be incorporated into the contract by reference. The Systems may accept or reject the Firm's proposed exceptions as it deems appropriate and in the best interests of the Systems.

7.2 The State's Agreement Addendum (WV-96) is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented to the Systems for execution (See Exhibit E). A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal. The West Virginia Attorney General's Office must accept or reject proposed modifications to the WV-96.