

REQUEST FOR PROPOSAL

for the

FINANCING AND DEVELOPMENT

for

DESIGN, ENGINEERING AND CONSTRUCTION

of a

RESIDENCE HALL

At

WEST VIRGINIA STATE UNIVERSITY

Institute, West Virginia 25112-1000

Request for Proposal # 12Residence Hall

March 6, 2012

PURPOSE AND INTENT

West Virginia State University (WVSU) desires via a competitive Request for Proposal (RFP) process to contract with and hire a development firm or contractor that will be responsible for financing, designing, and construction of a residence hall that will ultimately revert to the University. The project will be the development of a new maximum 300 bed Residence Hall facility with study/vending/meeting area(s).

All aspects of the project to include architectural/design work and construction according to specifications set by West Virginia State University, as well as the financing, will be the responsibility of the Developer(s).

The priorities of the project will be:

- 1) Residential living space of similar architectural style to current campus buildings that is built for suite style accommodations housing a bathroom to a suite;
- 2) Commons areas for the living space
- 3) Technology capabilities for students living in the housing units.

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SECTION I INTRODUCTION

A. BACKGROUND

West Virginia State University is located in Institute, West Virginia, a small unincorporated community near the capital of the state, Charleston, West Virginia. Charleston, the state's largest city, has a population of 53,421 and the metropolitan area has a population of 309,632 according to 2007 census data. Institute is a ten-minute drive from the heart of the city. Government, education, medicine, utilities, and trade form the city's central economic base. The 130th Airlift Wing of the West Virginia Air National Guard is located nearby.

Charleston was first formed as a permanent settlement, Ft. Lee, built in 1788. By 1790, it is recorded that Daniel Boone was a member of the Kanawha County Assembly. Institute was named from the West Virginia Colored Institute that became what is now West Virginia State University.

There are several parks in Charleston, and one county park, Shawnee Park, has a golf course, playground, and swimming area and is adjacent to West Virginia State University. The park facilities are managed by the University. Charleston boasts a minor league baseball team, the West Virginia Power.

West Virginia State University was founded under the provisions of the Second Morrill Act of 1890 to provide education to African Americans in agriculture and the mechanical arts. Like many other states at that time, West Virginia maintained a segregated education system. On March 17, 1891, the Legislature passed a bill creating the West Virginia Colored Institute to be located in the Kanawha Valley.

In 1915 the West Virginia Collegiate Institute began offering college degrees. Under the leadership of President John W. Davis, the academic programs were expanded and new buildings were constructed; in 1927 the Institute was accredited by the North Central Association and in 1929 it became West Virginia State College.

After the 1954 United States Supreme Court historic decision of *Brown v. Board of Education* outlawing school segregation, West Virginia State College (WVSC) evolved into a fully accessible, racially integrated, and multigenerational institution. Also, at that time, land-grant status was transferred to West Virginia University due to a decision of the West Virginia Board of Education. WVSC was the only 1890 institution to have its land grant status so transferred. Following a twelve-year effort by WVSC's Ninth President, Dr. Hazo W. Carter, Jr., the college's land-grant status was fully restored in 2001 by an Act of Congress under the leadership of Senator Robert C. Byrd.

WVSU is now a public, non-profit, land-grant academic institution which offers degrees in more than 22 academic fields at the baccalaureate and graduate degree level in various fields through its 4 academic colleges. The University has a student enrollment of about 2800 students.

West Virginia State University's Board of Governors consists of 12 members. Nine are appointed by West Virginia's Governor with consent of the West Virginia State Senate. Three members are elected from campus constituent groups: Faculty, Students and Staff. The Board of Governors employs and supervises the President, and is responsible for policy oversight involving financial, business and educational affairs and decisions of the University. With clear lines of authority, the Board relies on the President and his staff to perform all operations of the University. The Board approves long range plans, University policies, ensures financial solvency, and assists in maintaining the relationship between the University and the public it serves. The Board is also responsible for protecting and preserving the assets of the University and it works with the West Virginia Higher Education Policy Commission, the State's regulatory body for all four year institutions.

West Virginia State University's total economic impact on the West Virginia economy is more than \$254.1 million of business volume. West Virginia State University's economic activity generated more than \$60.7 million in employee compensation in the state. The university's economic activity accounts for at least 1,350 jobs in West Virginia. Every dollar the state legislature spent on West Virginia State University turned into more than \$16 in the state economy.

Facilities: WVSU's main campus consists of approximately 100 acres in Institute, West Virginia. The main campus includes 41 buildings (includes four residence halls) and a bioplex research facility. Current residence halls are:

Prillerman Hall, named after Byrd Prillerman, President of West Virginia State from 1901-1919, was originally built in 1936 as a residence hall for men. The building has since been extensively remodeled and converted from a residence hall into efficiency apartments that serve as accommodations for upper-class students, single parents and married couples, and non-traditional students.

Each apartment is equipped with a double or single bed, small living area, kitchenette, stove, refrigerator, plenty of cabinet space, bathroom with shower and bathtub, and large closet space.

Gore Hall, named after the seventeenth Governor of West Virginia, Howard M. Gore, opened as a residence hall for men on October 1, 1926, and remains so today. A three-story residence hall that has 79 rooms comprised of 4 double rooms and 75 private rooms, Gore Hall has a maximum capacity of 83 residents. The community bathrooms, located on each floor, were

recently remodeled. Laundry facilities for residents of Gore Hall are located in the basement of the building. The lounge is on the first floor.

Dawson Hall, named after the twelfth Governor of West Virginia, Mr. William Dawson, has had three “lives”. The original building was constructed in 1903 to house female students. The building was destroyed by fire in 1917.

Its second life began in 1922 when a replacement building was built. In 1976, the building was remodeled and, the third life of Dawson Hall began not too long afterwards.

After a complete gutting of the interior, extensive work was done before the building now known as Dawson Hall was ready for its re-dedication on August 16, 1999.

Dawson Hall has 5 lounges, a snack and soda machine, a computer lab, a laundry facility, 53 rooms and 29 bathrooms. Each room has Internet access, cable television, telephone tie-ins, and two each of the following: beds, dressers, closets, and large storage/study desks.

Sullivan Hall, named after the Rev. Dr. Leon Sullivan, an alumnus of West Virginia State University, who was also a leader in civil rights, as well as the founder and Director of the Opportunities Industrialization Center (OIC).

Sullivan Hall became the first co-ed residence hall on campus, after being built in 1969. Positioned between the John W. Davis Fine Arts Building and the University Union, Sullivan Hall is an 8-story building that has twin towers with a housing capacity of 506 male and female students.

Today, females are housed in the east wing while males are housed in the west wing. Each room is designed to comfortably accommodate two students. The rooms are furnished with two each of: beds, desks, chairs, dressers, and large built-in closets. Separate lounges, laundry facilities and computer labs are located in each wing of Sullivan Hall.

B. LOCATION

The proposed site for the new student residence housing is between Gore Hall and Prillerman Hall on campus walkway in mid-campus. A campus map is provided in Attachment A.

Any proposed alternate plan or location should be supported by a justification statement as to why the proposed alternative plan or location is a better approach. The University’s current 10-year Campus Master Plan can be viewed at www.wvstateu.edu/campusmasterplan.

C. SCOPE

The vendor selected for this project shall have extensive experience with campus housing, resident facilities and the development and financing of such entity. The successful vendor must have well developed knowledge of financing for higher education facilities. The successful vendor must demonstrate an understanding of the university campus setting and surrounding

area.

The vendor shall work in cooperation with WVSU Department of the Physical Facilities.

The vendor may be requested to meet with member of the Board of Governors, student groups and internal and external interested parties.

The project scope should consist of, but not be limited to the:

A multi-story facility with amenities generally comparable-to-other University residence halls that is of modern design (two or three bedroom suites). The facility should include single bedrooms, living areas for 2-3 students to a suite and a shared bathroom. A maximum of 300 students should be accommodated. Initial proposals should allow for 150 beds increasing in 50 bed increments to the maximum of 300 beds. The multi-story facility will contain a commons area for vending machines or fast food, a laundry, and possibly other retail operations. Favorable consideration will be given to proposals that can cash-flow a greater number of beds. Building materials should complement those used by the University and the architectural theme should also be complementary, namely bricks, limestone, and arches of a more traditional nature.

For the project, the following information (but not limited to) is to be included in the Proposal:

- All zoning regulations to be followed, if applicable, though Institute is unincorporated;
- All federal, state-and municipal building code requirements;
- All required furniture and equipment to adequately furnish the facilities;
- Landscaping around all the facilities;
- Appropriate access for service vehicles;
- Fencing and controlled access devices will be installed where advisable;
- Voice, data and TV access in all facilities where needed.
- LEED- should use LEED guidelines in construction

D. EXISTING DEBT

In 1996 a tax-exempt bond in the amount of \$3,500,000 was procured for the renovation and reprogramming of Dawson Hall. The term of the financing is 30 years, or until September 1, 2026. The current principal balance is approximately \$2.5 million. The university pledged the net revenues of the existing dormitories as collateral. The Loan Agreement mandates that until payment in full of the principal and of interest, the university cannot incur any additional obligation, other than operating expenses. The university is expecting the proposer to absorb

this existing debt and combine with the financing of the new residence hall.

E.OBJECTIVES

The University's objectives in issuing this RFP are to provide additional student housing at a reasonable cost. The university finds it important to:

1. Create student housing that is affordable, of high quality, convenient and safe with an emphasis on the Living-Learning-Wellness design;
2. Satisfy WVSU's determination to provide students with quality facilities to enhance their education and lives';
3. Maximize the financial and other benefits available to WVSU by having better residence halls that will build a greater student base;
4. Utilize campus as efficiently and effectively as possible;
5. Avoid capital investment by WVSU.

F.CONDITIONS

1. The developer will finance the project; indicate financing options for 15years, 20 years, and 25 years.
2. The university will maintain and operate the facility.
3. Contracts by the proposer shall be in compliance with all Federal, State and Local laws, ordinances, rules, regulations and orders in the development, design, financing and construction of this project;
4. Any costs to prepare a proposal will be borne by the proposer and not WVSU;
5. WVSU will not be obligated to return any proposals submitted and such proposals become the property of WVSU;
6. Developer must agree to Kanawha County, WV prevailing wage conditions;
7. All building designs must be approved by the WVSU administration and if necessary, WVSU Board of Governors;
8. WVSU may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, require additional evidence of qualifications to perform and finance the work described in this RFP, and request an audited financial statement in order to determine a potential contractor's capabilities';
9. Issuance of this RFP and receipt of proposals does not commit WVSU to award a contract. This contract will be awarded to the firm whose offer best meets RFP specifications and other facts considered. WVSU reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to his RFP, to negotiate with other than the selected proposer should negotiations with the selected proposer be terminate, to conduct discussions with more than one proposer simultaneously, to cancel all or part or this RFP and to waive minor technicalities;

10. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope or work.

G.SCHEDULE

West Virginia State University expects to adhere to the following schedule in undertaking the selection process. However the selection of the successful proposer is subject to the approval of the President of WVSU and the WVSU Board of Governors. This schedule is subject to modification at the sole and absolute discretion of WVSU.

Request for Proposal Issued:	March 6, 2012
Mandatory Pre-Proposal Conference:	March 20, 2012
Request for Proposal, Opening Time:	March 28, 2012

H. PURPOSE OF MANDATORY PRE-PROPOSAL CONFERENCE

The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of WVSU's intention and desires, and/or to give prospective proposers the opportunity to review the site of the work. Any doubt as to the requirements of this Request for Proposal, or any apparent omission or discrepancy should be presented to WVSU's representative at this conference. WVSU's representative will then determine the appropriate action. If necessary WVSU's representative will issue a written amendment to the Request for Proposal. Oral statements or instructions shall not constitute an amendment to this Request for Proposal.

I. LAND LEASE

The land provided for the proposed facility will be leased to the developer under an unsubordinated long-term land lease, as specified contractually between both parties. The length of the land lease will be determined by the financial horizon of the project. Proposers should propose the necessary terms of this land lease

SECTION II ARCHITECTURAL AND DESIGN CONSIDERATIONS

A. DESIGN GOALS AND STANDARDS

1. The proposed residence hall should be of residential character rather than institutional. It is important to create a design concept that is also aesthetically pleasing and blend with other campus architecture. All structures shall be designed to West Virginia State University standards including but not limited to deep foundations or spread footings depending on geotechnical requirements, slab-on-grade or slab-on-deck elevated floor with steel superstructure or masonry load-bearing walls. The building exterior must match campus brick, glass and/or other types of masonry or stone units with or without metal panels. No exterior vinyl, dryvit or aluminum siding will be allowed. No wood framing will be allowed. All interior walls must be of high-impact gypsum board or masonry. All interior and exterior walls must be properly insulated for thermal efficiency or for sound insulation. Sources of exterior noise or interior noise must be appropriately addressed during design. Appropriate interior and exterior views must be addressed during design. Residential grade design or construction will not be accepted. The building design of each facility must be approved by the West Virginia State University administration and Board of Governors prior to construction.
2. All equipment utilized on the project must be of commercial grade, campus standard and not residential unless otherwise noted. Local supply for maintenance and repair parts should be given consideration. This includes but is not limited to sinks, bathroom amenities, ice makers, refrigerators, casework, drinking fountains, etc.
3. Mechanical, electrical and plumbing design must be in accordance with federal, state and municipal code requirements. Service locations must be coordinated WVSU personnel since the university has its own power loop.
4. All exhaust systems that require smoke evacuation and other ventilation systems shall be consistent with all federal, state and municipal code requirements and approved by West Virginia State University.
5. All entrances, parking, seating, corridors, walks and other site conditions and building amenities must be in accordance with the Americans with Disabilities Act of 1992 as amended, as well as in accordance with state and local laws. All exterior site lighting must be designed to acceptable foot candle levels to prevent any unsafe site conditions. Lighting must be compatible with existing campus specifications. All pedestrian walkways must be six (6) to eight (8) feet wide for snow removal and proper flow of pedestrian traffic without obstructions. Proper care must be taken in roadways, service entrances and

delivery areas to prevent conflicts with pedestrian traffic or unsafe conditions. All roadways, walks, and service entrances must be designed to withstand climate conditions, vehicular traffic and in accordance with geotechnical recommendations for types of construction. All concrete flat work must be of a design to accommodate its intended use.

6. Parking areas and facility entrances shall have appropriate lighting and security perimeters with appropriate foot-candles for lighting, as well as appropriate screen walls to indicate appropriate access to areas or complexes. Emergency phones should be located at various locations in accordance with University standards and linked to West Virginia State University Department of Public Safety.
7. Voice, Data, Video and Security/Access Control: All specifications should closely comply with West Virginia State University standard. These specifications will begin to converge much of the outlying technologies for security, access control, and alarms as approved by university personnel.
8. Voice, Data, Security/Access Control and Cable Television: All specifications should closely comply with West Virginia State University's move toward a converged standard. These specifications will begin to converge much of the outlying technologies for security, access control, CCTV and alarms. Three conduits that are 4-inch in diameter must be provided for communications leading from the Main Distribution Frame (MDR) in the building that is anticipated near the center of any building back to closest campus wiring center.
 - a. Wiring Specifications - All Telecommunication Cable and Conduit should be in compliance with campus standards.
 - b. Fiber Interconnection: The successful Proposer will supply a 48-strand single mode fiber cable from these facilities to the interconnection point with the campus network that shall meet all NEC requirements for OFNR or OFNP and comply with Bellcore, FDDI, 10-Gigabit Ethernet, EIA/TIA-568 and ICEA standards. Fiber must be placed in one of three 4-inch conduit banks linked to the nearest campus backbone interconnect building.
 - c. Wireless - West Virginia State University Office of Technology telecommunications provides and implements wireless networking on the West Virginia State University campus.
 - d. Telephone - University Telecommunications provides and implements all non cellular telephone service on the West Virginia University campuses.
 - e. Inspection: West Virginia State University retains the right to inspect and verify proper number and type of cabling material at an acceptable time (to be agreed upon between West Virginia State University and the successful Proposer) before the installation of all cabling. West Virginia State University retains the right to inspect cabling during the installation

process and verify accuracy through industry standards for testing.

- f. All keyless entry requirements must be coordinated through WVSU Physical Facilities.
9. Proposer shall be required to establish and maintain appropriate refuse and recycle areas for such removal. These areas must be accessible by the refuse/recycler service, yet be properly screened and/or required construction.
10. Signage: Appropriate and aesthetically pleasing exterior signage shall be provided. Student housing units, offices and spaces in all facilities should each be separately numbered and labeled as to designated uses; must use University standard for interior and exterior signage.
11. Pedestrian Sidewalks: The sites should provide ample sidewalks to link various activities together. All sidewalks should have access and slopes designed to accommodate individuals with disabilities, and should be illuminated for night use. All concrete flat work shall be 4000 p.s.i air entrained mix design with reinforcing and a minimum of 3" thick slab.
12. Landscaping: Landscaping should create a pleasing and functional outdoor living environment. Outdoor space should be designed and landscaped for pedestrian circulation, outdoor activity, general leisure and aesthetic appeal. All plants materials proposed for the sites should be hardy, disease-resistant and suitable for the specific zonal growing conditions of the Charleston, West Virginia area, i.e., soil conditions, annual rainfall, sun, shade, wind, drainage, etc. All landscaping must be approved by WVSU Physical Facilities.
13. Furniture: Furniture will be included and will be appropriate for each room in all new facilities. All furniture must be new. If wood furniture is provided, it must be of solid construction with a normal life-cycle use of 12 years.
14. Mailboxes: A minimum of one (1) mailbox per housing unit in the residence hall as approved by the U.S. Postal Service and individually keyed for each resident should be provided.
15. Utilities: The Proposer will coordinate with WVSU Physical Facilities for utilities.
16. Construction Oversight Management: West Virginia State University mandates quality in design and construction services through the efforts of the Administration and the Board of Governors. Therefore, Physical Facilities and/or the architect or engineer consultant selected by West Virginia State University will monitor and approve all drawings and specifications prior to their implementation, as well as all products, submittals, shop drawings, equipment and proposed infrastructure prior to construction. All major equipment items, such as but not limited to, switchgear, air handlers, chillers, boilers and pumps must be sized sufficiently to industry standards. All equipment must have factory authorized startup. All construction services will be monitored on a daily basis by Physical Facilities. All concrete placement, steel deck, reinforcing, fireproofing, plumbing, piping, ductwork, electrical wiring, data/communication

wiring and control wiring must be tested by an independent third-party testing agent employed by the Proposer with reports certifying and documenting acceptable results during the course of all construction activities. All construction crafts, subcontractors, and contractors will be required to have all licenses required by the State of West Virginia for that craft and/or that scope of work. A certified master electrician must be in charge of all electrical work. Prior to occupancy and periodically during construction, all appropriate State personnel including, but not limited to the West Virginia State Fire Marshal's Office, the Kanawha Charleston Health Department, the West Virginia Department of Labor and the state and local agencies having jurisdiction over the project will visit the proposed facilities. A copy of the Certificate of Occupancy will be supplied to WVSU Physical Facilities along with all certificates for fire alarm, sprinkler, elevator and other certification that may be required for occupancy of any facility. Physical Facilities will assist the Contractor with campus information during design and construction.

17. As stated in Item 1, the Developer must employ a professional services firm to address sound and/or noise issues to ensure that all spaces constructed are within acceptable tolerances for industry standards. These services include, but are not limited to Architectural, Mechanical, Electrical and Acoustical Engineering as required. These disciplines shall address, but not be limited to the following: outside noise transmission, inside noise transmission, vibration both external and internal, mechanical equipment isolation, air flow noise levels, electrical fixtures, ballasts and transformer noise, as well as room acoustics for audio transmission where needed. Any specific area requiring special acoustical treatment shall be included as part of design and construction.
18. Preparation of Property: It shall be the responsibility of the Proposer to provide site survey, to provide location (but not limited to property lines) and relocation of all utilities necessary for construction. This shall include the addition of any infrastructure necessary to accommodate the appropriate facility to be constructed at the proposed site. All geotechnical and/or site surveys and borings shall be the responsibility of the Proposer as part of their scope of work to beginning construction to determine any necessary remedial work necessary to construct any of the facilities at any proposed location. A copy of any survey, geotechnical report, site condition, along with recommendation to address any site issues shall be submitted to the university for review and approval prior to beginning construction.
19. Compliance with Federal, State and Local Building Standards/Specifications: All design and construction services shall be in accordance with the latest approved version of the International Building Codes and the West Virginia Building and Fire Codes. All final drawings and specifications must be submitted to the West Virginia State Fire Marshal's Office for review and approval. This approval will

not exempt the Proposer from adhering to the above referenced codes. All elevators must pass final inspection by State of West Virginia and a West Virginia certified elevator inspector prior to acceptance.

20. Prior to the start of construction by the developer, WVSU Office of Physical Facilities, Office of Business and Finance, the President and WVSU Board of Governors must approve the developer's design, plans and specifications of facility to be built.

**SECTION III
PROPOSAL FORMAT AND CONTENT**

Proposals must be submitted in the format outlined below, with each of the described sections, drawings and exhibits properly completed, placed in binders properly labeled and tabbed accordingly. Failure on the part of the proposer to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. West Virginia State University reserves the right to waive any informality in the proposal format and minor irregularities.

Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Higher Education Purchasing Manual Section 5.3.13.1, West Virginia State University cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Please submit an original and ten (10) copies of the proposal, plus one complete electronic copy. The original proposal should be bound in a three-ring, loose-leaf binder. Proposals will be received until 1:00p.m. March 28, 2012. Proposals must be submitted in a sealed envelope or package. Deliver proposals by the specific date and time to:

Janis Bennett, Director of Purchasing
West Virginia State University
124 Ferrell Hall
PO Box 368
Institute, WV 25112
Phone: 304-766-3010
Fax: 304-766-5102
Email: bennetja@wvstateu.edu

The outside of the envelope or package(s) should be clearly marked:

Janis Bennett
Purchasing Office
RFP# 12 Residence Hall
Opening Date: March 28, 2012
Opening Time: 1:00 p.m.

Faxed or electronically transmitted proposals will not be accepted. All documents/information submitted in response to this solicitation will be considered public information unless otherwise noted, pursuant to the West Virginia Freedom of Information Act.

Communications with representatives of West Virginia State University (other than the Director of Purchasing) concerning this request by you or on your behalf, except as specified, would not be appropriate during the submission and selection process.

The Proposal shall be prepared to full describe the Proposer's concept which meets the intent of the RFP document providing descriptive plans covering the design, finance, and construction of these multiple facilities.

1. Introductory Cover Letter signed by an authorized officer of the Proposer including a summary description of the proposed project highlights, the important features of the design and construction and how their Proposal relates to the RFP.
2. Table of Contents: Listing all key elements of the Proposal.
3. Experience and Qualifications:
 - a. Description of business organization.
 - b. Identification of entities participating in the proposed project (i.e. architects, engineers, general contractor, subcontractor, attorney, etc.); and the previous working experience of the entities as a team.
 - c. The name, address, telephone number, name(s) of principal(s) assigned to negotiate for Proposer and the individual who will manage the project through to completion. If the Proposer is a corporation, limited liability company, partnership, or limited partnership, the Proposal should include the names of the principals, officers, and directors, including a brief description of the participation of each. If the Proposer is a subsidiary or affiliate, or parent, the same information shall be given for the partner, affiliate or subsidiary as the case may be; and
 - d. Resume of key responsible individuals; and
 - e. Credit and financial references (last three years of financial statements in separately sealed envelopes in which information will remain confidential; and
 - f. References for similar projects (include project name, type, cost, date, reference, contact name and telephone number).
4. Schedule of Construction and Completion: The Proposer must provide a complete schedule for achievement for all major project milestones. The schedule should clearly show the projects critical path and should include:
 - a. Commencement and completion of Engineering/Architectural design;
 - b. Obtaining all required permits and government approvals;
 - c. Commencement and completion of site preparation;
 - d. Commencement and completion of construction; and,
 - e. Commencement of normal operation.

- f. Timeline for the transfer of all facilities to West Virginia State University with complete disclosure of any closing/transfer costs
- 5. Budgeted project cost: The Proposer must provide a complete schedule of monetary values for each project with a grand total.
- 6. Financial Structure and Sources: The Proposer must provide:
 - i. A complete description of the basic financial terms of the Proposal specifying:
 - ii. Source of the developer’s financing, names of financial institutions involved.
 - iii. Possible sources of revenue which will be used to service the developer’s debt associated with this project.
 - iv. Detailed cash flow analysis of the proposed project.
 - v. Summary of the present value of all future cash benefits and non-cash benefits, where possible.

EVALUATION CRITERIA

West Virginia State University will evaluate the Proposals based on the following criteria and values:

	<u>Value</u>
a Financial strength of the Proposer and method of financing the project.	30%
b .Experience of firm and staff assigned to this project.	20%
c. Overall quality of the RFP including thoroughness and supporting documentation	10%
d. Projected cost increase to students over the proposed term prior to transfer of ownership to West Virginia State University.	20%
e. Total construction costs of facilities that will revert to West Virginia State University at the conclusion of the land lease.	10%
f. Project Schedule	10%

Minimum Acceptable Score

Vendors must score a minimum of 70% of the total points possible. Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The University will select the successful vendor’s proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The University reserves the right to accept or reject any or all of

the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the University.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The University reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

The University reserves the right to withdraw the RFP at any time and for any reason. Submission of, or receipt by the University of proposals confers no rights upon the bidder nor obligates the University in any manner.

The evaluation committee will review the proposals, deduct appropriate points for deficiencies and make a consensus recommendation to the Director of Purchasing. The evaluation committee may elect to interview one or more vendors. Interviews may be conducted in person or by telephone conference call. If interviews are held, final adjustments in the evaluation scoring will be made following the vendor's presentation. The evaluation committee may request additional information prior to making a contract award. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, an authorized representative of the evaluation committee, reserves the right to undertake negotiations with the next most advantageous proposer without undertaking a new procurement process.

Evaluations will be based on overall services to be provided, qualifications, including recent experience, workload of the proposer and costs. The award will not necessarily be made to the vendor submitting the lowest cost proposal. The proposal receiving the highest overall score in the opinion of the committee will be declared the most advantageous vendor.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an awarded from this RFP is not valid until properly approved and executed by the Purchasing Department and when appropriate, approved as to form by the Attorney General.

After an award, all proposals will become a matter of public record and open for inspection. After the opening, proposals shall become the property of West Virginia State University and will not be returned. The successful vendor will receive a purchase order issued by West Virginia State University.

**SECTION IV
GENERAL TERMS AND CONDITIONS
ADDITIONAL INFORMATION**

Incurring Costs

The University and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to the RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

Addenda

If it becomes necessary to revise any part of the RFP, an official written addendum will be issued by West Virginia State University to all bidders of record.

Independent Price Determination

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

Price Quotations

The prices(s) 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.

Public Record

All documents submitted to West Virginia State University related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Department after the bid opening.

All public information may be released with or without a Freedom on Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document.

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

Vendor must clearly understand that any verbal representation made or assumed to be made

during any oral discussion held between vendor's representative and any West Virginia State University personnel is not binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

Proposals should be prepared simply and economically, providing a straightforward, concise description of vendor's abilities to satisfy the requirement of the RFP. Emphasis should be placed on completeness and clarity of content.

West Virginia State University reserves the right to reject any and all proposals with or without cause, and to waive any irregularities in the responses received as a result of this request, when such irregularities are not in conflict with the West Virginia Code or the Higher Education Purchasing Regulations. In addition, West Virginia State University reserves the right to make such investigations as it deems necessary as to the qualification of any and all bidders, and to conduct pre-contract negotiations.

Discussions and interviews may be held by authorized persons for the University with vendors under final consideration prior to making a selection for award; however, proposals may be accepted without such discussions or interviews.

In the event that mutually acceptable terms cannot be reached within a reasonable period of time, not to exceed 5 days, West Virginia State University reserves the right to undertake negotiations with the next most advantageous vendor without undertaking a new procurement process.

The State of West Virginia Agreement Addendum (WV-96) form is attached to demonstrate the state law and guidelines that must be followed in any contracts presented to West Virginia State University for execution. A copy of additional terms and conditions that a vendor wished to offer for consideration should be enclosed with the proposal.

The successful firm must be a registered vendor with the Purchasing Division, WV Department of Administration. Vendor is not required to be a registered vendor in order to submit a proposal, but the successful bidder must register and pay the fee prior to the award of an actual purchase order or contract.

Affidavits

Purchasing Affidavit

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State of West Virginia. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

Drug Free Workplace Conformance Affidavit

West Virginia Code §21-1D-5 requires that bids for public improvement contracts submit an affidavit regarding drug free workplace conformance. The affidavit must be signed and submitted with the proposal. Failure to include the affidavit with the proposal shall result in disqualification of the proposal.

General Terms and Conditions

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in the RFP.

Conflict of Interest

Vendor 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 vendor further covenants that in the performance of the contract, the vendor shall periodically inquire of its officers, members and employees concerning such interest. Any such interests discovered shall be promptly presented in detail to the University.

Prohibition Against Gratuities

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor 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, the University shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

Certifications related to Lobbying

Vendor 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 Vendor shall complete and submit a disclosure form to the lobbying.

Vendor 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 fact upon which reliance was placed when this contact was made and entered into.

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 parties to this contract. The vendor acts 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 the RFP and resulting contract, Neither the vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the University for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxed, 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, and licensing fees, etc. and filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the University, and shall provide the 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.

The vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the University.

Indemnification

The Vendor agrees to indemnify, defend and hold harmless the State and University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in

connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Contract Provisions

After the successful vendor is selected, a formal contract document will be executed between the University and the vendor. In addition, the RFP and the vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the vendor's proposal in response to the RFP.

Governing Law

This contract shall be governed by the laws of the State of West Virginia. The vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

Compliance with Laws and Regulations

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations and ordinances of any regulating body.

The vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the

State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Subcontracts/Joint Ventures

The vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The University will consider the vendor to be the sole point of contact with regard to all contractual matters. The vendor may, with the prior written consent of the University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the vendor's required activities or any change in the

availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the vendor by the University and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the University upon written notice to the vendor at least thirty (30) days prior to termination of this contract.

Non-Appropriation of Funds

If the 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, the University may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The University shall give the vendor written notice of such non-allocation of funds as soon as possible after the University receives notice. No penalty shall accrue to the University in the event this provision is exercised.

Contract Termination

The University may terminate any contract resulting from this RFP immediately at any time the vendor fails to carry out its responsibilities or to make substantial progress under the terms of the RFP and resulting contract. The University shall provide the vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the vendor an order to cease and desist any and all work immediately. The University shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by West Virginia State University with thirty (30) days prior notice.

Change Order

If changes to the original contract become necessary, a formal contract change order will be negotiated West Virginia State University and the vendor to address changes to the term and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Department and approved as to form by the West Virginia Attorney General, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the University, but in no event more than thirty (30) days thereafter, the vendor shall determine if there is an impact on price with the change requested and provide the University a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will

be impacted by the change, the vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

No change shall be implemented by the vendor until such time as the vendor receives an approved written change order.

Invoices & Progress Payments

The vendor shall submit invoices, in arrears, to West Virginia State University at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of West Virginia State University on the basis of percentage of work completed if so defined in the final contract.

If progress payments are permitted, vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to West Virginia State University with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the vendor's report.

Invoices may not be submitted more than one monthly and West Virginia State law forbids payments of invoices prior to receipt of services.

Record Retention (Access & Confidentiality)

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the vendor. The vendor shall maintain such records a minimum of five (5) years and make available all records to University personnel at vendor's location during normal business hours upon written request by University within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the University to the extent required for vendor to carry out the duties and responsibilities defined in the contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and University against any and all claims brought by any party attributed to actions of breach of confidentiality by the vendor, subcontractors of individuals permitted access by vendor.

The following is a list of attachments that may be applicable to this Request For Proposal:

- Instructions to Bidders
- Terms and Conditions
- Agreement Addendum WV-96
- Purchasing Affidavit
- Drug Free Workplace Conformance Affidavit
- Vendor Registration and Disclosure Statement
- Campus Map

THANK YOU FOR YOUR CONSIDERATION.

VENDOR INFORMATION

BIDDING/PROPOSING COMPANY NAME_____

FEIN_____

PHONE_____ FAX_____

Address_____

City_____ State_____ Zip_____

Name of person to contact in the event of questions concerning your RFP

Name_____

Title_____

Phone_____ Fax_____

Email_____

Mailing Address where Purchase Order/Contract to be mailed.

Name_____

Title_____

Address_____

City_____ State_____ Zip_____

VENDOR REFERENCES

Company 1 Name _____

Address _____

Contact Person _____ Phone No. _____

Company 2 Name _____

Address _____

Contact Person _____ Phone No. _____

Company 3 Name _____

Address _____

Contact Person _____ Phone No. _____

Company 4 Name _____

Address _____

Contact Person _____ Phone No. _____

Company 5 Name _____

Address _____

Contact Person _____ Phone No. _____

RFP INTENT-TO-BID FORM

If you intend to bid on a Request for Proposal, you are asked to complete this form as soon as possible and fax/email to:

Janis Bennett
Director of Purchasing
West Virginia State University
Fax: 304-766-5102
Email: bennetja@wvstateu.edu

If you identify yourself as a potential bidder, West Virginia State University will be able to notify you of any RFP changes/revisions/addenda and forward relevant information.

Please note:

Filing an Intent-To-Bid Form is voluntary: it is NOT required by West Virginia State University in order for you to submit a proposal.

Filing an Intent-To-Bid Form does not commit you to bidding.

Filing an Intent-To-Bid Form is required if you wish to submit specific questions concerning this RFP.

-----INTENT-TO-BID-----

RFP Name: _____

Vendor Name: _____

Address: _____

Name of Contact Person: _____

Title: _____

Email: _____

Phone: _____

Fax: _____

INSTRUCTIONS TO BIDDERS

(purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the Bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgement of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a Sealed Bid, and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalties or irregularities in a bid received, and to accept the bid which, in the Buyer's judgement, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$25,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Governing Board and its Institution are exempt from Federal and State taxes and will not pay or reimburse such taxes.

STATE OF WEST VIRGINIA CONSTRUCTION PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE OF TERMS. Construction Services furnished by the Contractor shall be subject to and in accordance with this Construction Purchase Order. Contractor's acceptance of this Construction Purchase Order shall constitute agreement to be bound by and to comply with all the terms and conditions set forth herein. Written acceptance or the performance of all or any portion of the construction services covered by this Construction Purchase Order by the Contractor shall constitute unqualified acceptance of all its terms and conditions. Any additional or different terms and conditions which may appear in any communication from the Contractor or in any printed form of the Contractor are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by Owner. No such additional or different terms or conditions shall become part of the Construction Purchase Order despite Owner's receipt thereof unless Owner specifically agrees in writing to their inclusion.

HAZARDOUS MATERIALS/SUBSTANCES. Contractor shall identify material containing a hazardous substance including, but not limited to, those governed by the Resource Conservation and Recovery Act, Hazardous Materials Transportation Act, and Toxic Substance Control Act and any similar acts and regulations thereunder. Each self-contained unit and carrier shall be marked identifying the existence of a hazardous material or substance and its name. All products/materials used pursuant to this Construction Purchase Order shall be new and contain less than 1% asbestos as determined in accordance with methods specified in 40 CFR 763, Subpart E, Section 1.

PAYMENTS. Payments for construction services furnished under this Construction Purchase Order will be due thirty (30) days after receipt of proper invoicing for such goods or services and receipt of all documents required by the Construction Purchase Order. Progress payments may be made under this Construction Purchase Order when the period of performance exceeds 30 calendar days. All required documentation including, but not limited to, proof of payment of Business & Occupation Tax, consent of surety, or other Owner required documents must be received prior to making final payment. In addition, the Contractor shall remove and dispose of all materials and other debris from the work site and shall dispose of such materials pursuant to all applicable federal, state, and local laws, regulations and ordinances. Interest may be paid on late payments in accordance with West Virginia State Code and payments will be subject to the Prompt Payment Act of WV.

SPECIFICATIONS, DRAWINGS AND OTHER DOCUMENTS. All specifications, drawings, and other documents provided by the Owner to the Contractor in connection with this Construction Purchase Order shall be used by the Contractor solely for the purpose of carrying out the work and for no other purpose and shall remain the property of the Owner and be returned to the Owner upon request. Contractor is responsible for all field verification of all site work where applicable, and shall not rely upon Owner provided information or representations.

CONDUCT, QUALITY, AND INSPECTION OF WORK. The Contractor agrees to carry out the work diligently and to provide efficient supervision and inspection thereof and warrants, without restricting the generality of the foregoing, that the work is of proper quality, material and workmanship and in full conformity with any specifications, drawings, models or samples, if any, exceeds or meets Owner standards, and is fit for the purpose intended by Owner. The materials supplied hereunder shall be of good quality, free from any faults and defects, in conformance with this Construction Purchase Order, and shall at all times be subject to Owner's inspection before acceptance by Owner. Materials or products identified by reference are Owner standard products. Substitution of alternate products will be rejected by the Owner and such shall be cured by Contractor at its sole and absolute cost, unless otherwise agreed to in writing by Owner. Neither, however, Owner's inspection nor failure to inspect shall relieve Contractor of any obligations, representations or warranties hereunder. If the materials fail to conform to Owner's specifications or are otherwise defective, Contractor shall promptly replace same at Contractor's sole expense. All services not conforming to these requirements, including substitutions

not properly approved and authorized, shall be considered defective and Contractor shall promptly correct such defective services at Contractor's sole expense. No payment for or acceptance of materials, including services or construction, by Owner hereunder shall constitute a waiver of any of the foregoing nor shall anything herein contained be construed to exclude or limit any or Contractor's warranties implied by law. Acceptance shall take place only after completion and inspection of all work required by the Construction Purchase Order or that portion of the work as determined, by Owner, can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

WAIVER. The waiver of any breach of the terms of this Construction Purchase Order by Owner shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for goods delivered, services or construction performed constitute such waiver.

WARRANTIES. Contractor shall honor standard commercial guarantees and warranties offered by the manufacturer, and any other specific warranty or guarantee specified elsewhere in this Construction Purchase Order.

Contractor warrants that all construction work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Construction Purchase Order. Without restricting any other term of the Construction Purchase Order or any conditions, warranty, or provision implied or imposed by law, the Contractor shall, if requested by the owner to do so at any time within twelve months from date of delivery as specified in the Construction Purchase Order, repair or replace, at its own expense, any work and each article or part and any material included in the work which becomes defective or fails to conform to the Construction Purchase Order requirements as a result of faulty or inefficient manufacture, material or workmanship, such replacement to be made by delivering the replaced work or material to the delivery point set out in the Construction Purchase Order.

COMPLIANCE. The Contractor, subcontractor, and other persons performing work pursuant to this Construction Purchase Order shall be in compliance with all federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, contractor licensing, prevailing wage rates, workers compensation, vendor registrations, and the West Virginia Drug-Free Workplace Act, if applicable. Proof of compliance with this Section is required prior to purchase order issuance.

HEALTH AND SAFETY. Contractor acknowledges that it has a primary duty to prevent on the job accidents and to protect the health and safety of its employees. Contractor understands and acknowledges that its Construction Purchase Order may entail work at sites that pose potential exposure to hazardous materials and that such work is inherently dangerous. As such, Contractor understands that accidents, bodily injury or property damage could result from human errors in judgment, mistakes, carelessness, forgetfulness, sloppiness, and work performed in haste. It is the duty and responsibility of Contractor to train and supervise all its personnel and activities to prevent such occurrences. Contractor further acknowledges that Owner bears no duty or legal responsibility to supervise Contractor's personnel. Contractor represents that it has the requisite corporate resources and expertise to perform the work.

LIENS OR CLAIMS. Contractor warrants the equipment, articles and/or materials furnished under the terms of this Construction Purchase Order are unencumbered and not subject to any lien or claim.

ASSIGNMENT. This Construction Purchase Order, including the right to receive payment, is not transferable or otherwise assignable without the express prior written consent of Owner. Requests for transfer or assignment must be in writing, and in advance.

AUTHORITY. The Project Manager or representative(s) whose name appears on the face of this Construction Purchase Order has authority to act as agent for Owner.

STATE OF WEST VIRGINIA CONSTRUCTION PURCHASE ORDER TERMS AND CONDITIONS

Contractor is cautioned that instructions contrary to the provisions of this Construction Purchase Order, which are received from Owner employees not specifically delegated authority to act in this matter, are not valid or binding on Owner, and are a violation of Owner policy and procedures.

CHANGES IN SCOPE. The Contractor shall not increase or decrease the scope of work covered by this Construction Purchase Order without the prior written consent of the Owner. If the Owner at any time during the progress of the work requires any alteration, addition or omission from the work contracted for, it shall be done, and in so doing it shall not affect or cancel this Construction Purchase Order and the cost thereof shall be added to or deducted from the Construction Purchase Order price as the case may be, upon reasonable notice. All such changes shall be formalized by issuance of a Change Order to the Construction Purchase Order.

SUBCONTRACTING. The Contractor may subcontract such portions of the work as is customary in the carrying out of similar work, but must first provide the Owner with a list of the subcontractors. The Owner may, within two days of receiving the above list, reject any intended subcontractor. No subcontracting shall relieve the Contractor from any of its obligations under this Construction Purchase Order or impose any liability upon the Owner to a subcontractor. The contractor shall enter into contracts or written agreements with subcontractors and suppliers to require them to perform their work as provided in this Construction Purchase Order. Such agreements shall incorporate the terms and conditions of this Construction Purchase Order into all contracts or written agreements with subcontractors and suppliers. Contractor shall be as fully responsible to the Owner for acts and omissions of subcontractors, suppliers, and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

INDEMNIFICATION. Contractor agrees to hold harmless Owner, its Board of Governors, officers, agents and employees from, and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials or services which are furnished by the Contractor under this Construction Purchase Order. Contractor assumes all risk of damages or injury to Contractor's own employees, property or person acting for or on behalf of Contractor from whatever cause. Nothing herein shall be construed so as to relieve Owner from liability arising solely as a result of its own gross negligence.

TIME OF ESSENCE. Time shall be deemed to be of the essence of this Construction Purchase Order for both parties, and they mutually agree to see to the performance of their respective work and the work of their Contractors so that the work is completed within the time provided to complete the work.

FORCE MAJEURE. Contractor or Owner may delay delivery or acceptance occasioned by causes beyond Contractor's or Owner's reasonable control. If such delay exists beyond a period of five (5) working days, Owner, at its own option, shall have the right to: (a) terminate the Construction Purchase Order, in whole or in part, (b) suspend the Construction Purchase Order for the duration of the delaying cause, (c) resume performance under the Construction Purchase Order once the delaying cause ceases, or (d) extend the effective dates up to the length of time the contingency endured, all without liability to the Contractor.

TERMINATION, DELAYS AND EXCUSED PERFORMANCE. Owner may, by written notice stating the extent and effective date, terminate this Construction Purchase Order for convenience, in whole or in part, at any time. Owner shall pay the Contractor as full compensation for performance until such termination the unit or pro rata price for the delivered and accepted portion. Owner may, by written notice, terminate the Construction Purchase Order for Contractor's default, in whole or in part, at any time, if the Contractor refuses or fails to comply with the provisions of the Construction Purchase Order or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time or fails to make delivery or perform within the time specified or any written extension thereof. In such event, the Contractor shall be liable for any and all damages incurred by

Owner including but not limited to cost of Inspections, receipt, transportation, care, custody and cover cost. Contractor shall also be liable for any and all consequential damages incurred by Owner that are related to such breach. If performance is delayed through no fault, and for reasons beyond the reasonable control of the Contractor, an extension of time may be granted for completion. If a delay is determined to have been caused by Owner, the time for performance, and the price of the Construction Purchase Order may be subject to adjustment. Contractor shall in any event notify Owner IMMEDIATELY when Contractor has reason to believe performance will or may be delayed, failure to do so shall waive any and all claims associated therewith.

INSTRUMENTS OF SERVICE. All right, title and interest in the Instruments of Service and other such documents owned by the Contractor and made to perform the work/services hereunder are hereby conveyed, assigned and transferred by Contractor to Owner. Owner shall retain legal title to all such documents, whether or not the project for which they were made is completed, provided that the Contractor has been paid all compensation due hereunder for the work/services actually completed by Contractor. No further compensation shall be due to Contractor for Owner's use of such documents, whether during the performance of this Construction Purchase Order or after its termination or completion. Owner may use such documents for any purpose, and all such documents shall be furnished to Owner in the format requested by Owner without additional cost.

DISPUTES. Any dispute which may arise between the Contractor and Owner, in any manner concerning this Construction Purchase Order, shall be submitted to the West Virginia Court of Claims if filed on behalf of Contractor and may be filed by Owner in any court having proper jurisdiction.

APPLICABLE LAW. The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under this Construction Purchase Order, including without limitation its validity.

INSURANCE. All Contractors, subcontractors, or other persons performing construction services shall purchase and maintain for the duration of the work hereunder insurance coverage for not less than the minimum limits required by law. Upon request, the Contractor shall furnish a copy of its proof of coverage to the Owner. All such insurance policies shall provide for at least thirty (30) days prior written notice of cancellation to the Owner. The Certificate of Coverage shall be signed by an authorized agent and shall list the Owner as additional insured. The minimum insurance requirements shall provide coverage as follows: **General Liability:** Each Occurrence: \$1,000,000 : Damages to Premises: \$50,000.00 : Medical Expense \$5,000 (any one person) : Personal & Adv Injury \$1,000,000 : General Aggregate \$2,000,000 : Products COM/OP AGG \$2,000,000 : **Automobile Liability:** \$1,000,000 : **Excess/Umbrella Liability:** \$1,000,000 : **Workers Compensation and Employers' Liability:** \$500,000 (each accident), \$500,000 (E. L. Disease Each Employee), \$500,000 (E.L. Disease Policy Limit) **MANDOLIDIS COVERAGE MANDATORY.** Proof of compliance with this Section is required prior to purchase order issuance.

NOTICE. Any notice to the Contractor hereunder shall be effectively given if sent by letter or by facsimile addressed to the Contractor at his address as given in the Construction Purchase Order or, if no address is so given, at his address as shown by the records of the Owner. Any notice so given shall be deemed to have been received by the Contractor at the time when in the ordinary course such letter or facsimile should have reached its destination.

NON-FUNDING. All services performed or goods delivered under this Construction Purchase Order are to be continued for the term of the Construction Purchase Order, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Construction Purchase Order becomes void and of no effect after June 30.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **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.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or Municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

Exception: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

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 _____



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

STATE OF _____

COUNTY OF _____, TO-WIT:

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 valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

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

(Company Name)

By: _____

Title: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
PURCHASING DIVISION

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code §5A-3-12** requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding one thousand dollars (\$1,000) are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes access to the **West Virginia Purchasing Bulletin**, in which purchases expected to exceed twenty-five thousand dollars (\$25,000) are advertised. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (**West Virginia Code §5A-3-12**). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at <http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf>.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in **West Virginia Code §5A-3-12**, other applicable sections of the **West Virginia Code**, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

If you have any questions concerning this Vendor Registration and Disclosure Statement, please contact the Purchasing Division at (304) 558-2311.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual _____

Bidding Address _____

City/State/Zip _____

Contact Person _____

Telephone Number _____ Fax Number _____

2. Vendor Classified As:

- Individual
- Sole Proprietor
- Non-Profit Organization
- Corporation
- Governmental Entity

- Estate/Trust
- Partnership
- Limited Liability Company (LLC)

[Enter tax classification: D=Disregarded Entity; C=Corporation; P=Partnership] _____

Other (Explain) _____

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

To Be Completed by the Vendor and Returned to the Purchasing Division

3. If you have a Federal Employer's Identification Number, enter it. All partnerships, corporations, or companies with employees must have an FEIN.

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For individuals with no FEIN, enter Social Security number.

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4. By providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [1]
- Minority Small Business Ownership [2]
- Small Business Ownership [3]
- Veteran Small Business Ownership [4]
- Woman Small Business Ownership [5]

The information gathered in question 4 is for data collection efforts only.

5. Are you registering as a new vendor with the Purchasing Division? No Yes

6. Are you updating the information previously submitted? No Yes

7. Are you completing this form to register a branch/division/subsidiary?
If yes, please list the parent company's name, address, and FEIN. No Yes

Company Name: _____

Address: _____

FEIN: _____

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

Name

Street Address, City, and State

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

9. List the name, title, city and state of residence for all owners/officers.

If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof.

Attach an additional sheet if space is needed.

Name	Position	City and State of Residence
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: _____

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

11. What is the latest Dun & Bradstreet number and rating on the vendor (if available)?

12. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.

No Yes

As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **WV Code §5A-3-12(e)**.

Vendor Signature

Title

Date

PURCHASING DIVISION USE ONLY

Vendor ID:* _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____

WEST VIRGINIA STATE UNIVERSITY

West Virginia State Community and Technical College
Administrative Offices • Cole Complex



PROPOSED SITE

PARKING LOTS

- A. Visitors
- B. Assigned
- C. Ferrell and Wallace Hall
- D. Hill Hall
- D1. Dawson Hall
- E. Cole Complex
- F. Cole Complex
- G. Fleming Hall
- H. Physical Facilities
- I. Athletics Drive
- J. Conference Center
- K. Davis Fine Arts
- L. Sullivan Hall
- M. Wilson University Union
- N. Dubois Street
- O. Hamblin Hall
- P. Stadium

CAMPUS BUILDINGS (* Building Codes)

- 1. Ferrell Hall (A)
- 2. Wallace Hall (W)
- 3. Hamblin Hall (H)
- 4. Drain Jordan Library (L)
- 5. Wilson Student Union (U)
- 6. Sullivan Hall East (S)
- 7. Sullivan Hall West (S)
- 8. Davis Fine Arts (D)
- 9. Jones Hall (J)
- 10. President's Home
- 11. Butler Building (BB)
- 12. McNeill Facilities Bldg. (M)
- 13. Ferguson-Lincoln (R)
- 14. Erickson Alumni Center
- 15. Canty House
- 16. Campbell Conference Cntr.
- 17. Gore Hall
- 18. Prillerman Hall (P)
- 19. Fleming Hall (F)
- 20. East Hall (W)
- 21. Cole Complex (B)
- 22. Dawson Hall
- 23. Hill Hall (HH)
- 24. Child Development Center
- 25. Howard House
- 26. Curtis Land Grant Complex
- 27. Tennis Courts
- 28. Calvin L. Bailey Baseball Field
- 29. Women's Softball Field
- 30. Lakin Field
- 31. Staff/Faculty Housing
- 32. H.O.U.S.E. Project - Phase I & II
- 33. Practice Football Field
- 34. Soccer Field
- 35. Bioplex Land Grant Research
- 36. Physical Facilities Storage

CAMPUS MAP

