



# SHEPHERD UNIVERSITY

February 4, 2026

Shepherd University is soliciting Request for Proposals (RFP) for a Commissioning Authority (CxA) to perform Commissioning (Cx) Services of all required equipment and systems as it pertains to the construction of the Dining Hall Multipurpose Building located on the West Campus of Shepherd University. The criteria for the selection of the Commissioning Authority (CxA) is described in the attached RFP. .

Attached, please find the University's Request for Proposals SU26-06. Please note that all responses are due no later than 4:00 PM local time on Friday, February 20, 2026 to:

Shepherd University Procurement Services  
Attn: Debra Langford  
215 Ikenberry Hall  
PO Box 5000  
Shepherdstown, WV 25443

If you have any questions or concerns regarding this solicitation please contact me via email at [dlangfor@shepherd.edu](mailto:dlangfor@shepherd.edu). Thank you for your interest in Shepherd University.

Debra Langford  
Executive Director of Procurement

REQUEST FOR PROPOSALS

For

A COMMISSIONING AUTHORITY (CxA) TO PERFORM COMMISSIONING  
OF ALL REQUIRED EQUIPMENT AND SYSTEMS  
AS IT PERTAINS TO THE DINING HALL MULTIPURPOSE BUILDING

Issued by

Shepherd University Procurement Services

February 2026

## SECTION 1-INSTRUCTIONS TO PROPOSERS

### 1. 1 SCOPE OF WORK

Shepherd University is soliciting proposals for services to be provided by a Commissioning Authority (CxA) to perform Commissioning (Cx) of all required equipment and systems as it pertains to the construction of the Dining Hall Multipurpose Building located on the West Campus of Shepherd University. The criteria for the selection of the Commissioning Authority (CxA) is described in the attached document.

### 1.2 PROPOSAL SUBMISSION

Sealed proposals and other required Documents shall be enclosed in a sealed opaque envelope and shall be identified as a "Request for Proposals" including the RFP number, and the RFP opening time and date. The proposer, by making a proposal, represents that: (a) the proposer has read and understands the RFP documents, terms and conditions, and the proposals is made in accordance therewith; and (b) the proposal is based upon the services specified.

The envelope shall be addressed to Shepherd University Procurement Services, L18A Ikenberry Hall, PO Box 5000, Shepherdstown, WV 25443 if sending regular mail. If sending express mail, please address to Shepherd University Procurement Services, L18A Ikenberry Hall, 308 N Princess Street, Shepherdstown, WV 25443, (304) 876-5236. The proposal must be submitted on or before Friday, February 24, 2025 at 4:00 PM, local time.

Proposals received after the time and date for the opening will be returned unopened. The proposer shall assume full responsibility for timely delivery at the location designated for receipt of documents. Oral, telephonic, facsimile, emailed, or telegraphic proposals are invalid and will not receive consideration.

The proposal must be signed by such individual or individuals who have full authority from the proposer to enter into a binding contract on behalf of the proposer so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposal shall serve as the contract terms and conditions. No other terms and conditions will apply unless submitted as a part of the submission response and accepted by the University.

### **1.3 PROPOSAL COPIES**

Proposers must submit one (1) original, signed and completed, and five (5) copies of the proposal. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. One (1) complete electronic copy shall be provided on a USB drive. Electronic copies will not be accepted via email.

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

### **1.4 OFFER ACCEPTANCE PERIOD**

Proposal (offer) shall remain in effect for a minimum period of ninety-(90) calendar days from the opening date unless otherwise indicated and is irrevocable.

### **1.5 REQUEST FOR PROPOSAL SCHEDULE**

February 4, 2026:	Request for Proposals is issued
February 10, 2026 at 2:00 PM:	Construction Site Walk-Construction location is Behind Potomac Place on the Side Road Beside Potomac Place on the Shepherd University Campus
February 4-17, 2026:	Questions Time Period:
February 24, 2026:	Expressions of Interest Due at 4:00 PM
March 1, 2026:	Contract Effective

### **1.6 CONTRACT AND TERM OF AGREEMENT**

The successful Proposer shall sign a contract that incorporates the requirements and terms of this RFP, the response to the RFP, and the negotiated and agreed upon terms between the Proposer and Shepherd University. The term of this agreement shall be from March 1, 2026 through September 25, 2026 or until building's final completion.

The University will reserve the right to early termination of the contract under terms to be negotiated, including but not limited to a Funding Out clause or poor performance.

#### **1.7 INQUIRIES**

Communications with employees of Shepherd University or with other representatives of the State concerning this request by the bidder or on the bidder's behalf, except as specified in the next paragraph, would not be appropriate during the submission and selection processes. **Failure to comply with this requirement may disqualify a proposer.**

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

Shepherd University Procurement Services  
L18A Ikenberry Hall  
PO Box 5000  
Shepherdstown WV 25443  
Debra Langford, Executive Director  
[Dlangfor@shepherd.edu](mailto:Dlangfor@shepherd.edu)

Vendors should consider the Department of Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, the Department of Procurement Services will work with the submitter the various offices of the University to gather that information.

The Department of Procurement Services can also be reached by:

Telephone: (304) 876-5055  
Facsimile: (304) 876-5001

However, no substantive information will be provided to proposers verbally or on an individualized basis.

#### **1.8 INTERPRETATION, CORRECTIONS OR CHANGES IN RFP**

Any interpretation, correction or change in the RFP will be made by formal addendum by the University. Interpretations, corrections, or changes to the RFP allegedly made in any other manner will not be binding, and no submitter may rely upon any such interpretation, correction or change.

#### **1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Prior to the time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving

proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.

#### 1.10 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initiated by the person(s) signing the proposal.

#### 1.11 ACKNOWLEDGMENT OF AMENDMENTS OF RFP

Receipt of an addendum to this RFP must be acknowledged by a proposer on the Proposal Response Certification (Attachment A). This RFP and all Addenda are posted on the University website at the following URL:

<https://www.shepherd.edu/procurement/current-bids>

#### 1.12 NON-FUNDING

All services performed or goods delivered under this contract 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.

#### 1.13 TAX EXEMPTION

Shepherd University and its Governing Board are exempt from federal and state taxes and will not pay or reimburse such taxes.

#### 1.14 REJECTION OF PROPOSALS

The University shall have the right to reject any and all proposals, in whole or part; to reject a proposal not accompanied by the required submission documentation; reject a proposal, which is in any way incomplete or irregular; or to reissue a Request for Proposals. .

#### 1.15 VENDOR REGISTRATION

Prior to any award for purchases exceeding \$25,000 or receiving an award for an open-end contact, the apparent successful submitter must be properly registered with the West Virginia Department of Administration, Purchasing Division, and have paid the required vendor registration fee. The vendor does not have to be registered when submitting the RFP response, but can

be registered upon notification of intent to award the contract. The current vendor registration fee is \$125.

#### 1.16 AWARD OF CONTRACT

The award shall be made by the University to the responsible proposer whose submission will be most advantageous to the University with respect to price, conformance to the specifications, quality and other factors as evaluated by the University. The University is not required or constrained to award the contract to the proposer proposing the lowest price. All proposals are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

The University may award a contract on the basis of initial offers received, without discussion; therefore, each initial offer should contain the proposer's best terms from a cost and technical standpoint.

#### 1.17 TRADE SECRETS

If the response contains any trade secrets that should not be disclosed to the public or used by the University for any purpose other than evaluation of your proposal, the top of each sheet of such information must be marked with the following legend:

"CONFIDENTIAL INFORMATION"

Failure to do so generally eliminates the Proposer's opportunity to assert that the document is exempt from disclosure.

All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets pursuant to the State of West Virginia laws after the award has been made). Should a request be made of the University for information that has been reasonably designated as confidential by the Proposer and, on the basis of that designation the University denies the request for information, the Proposer may be required to initiate or act as a third party in litigation, to itself defend against such disclosure.

#### 1.18 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the completion of the contracted services including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Proposal. In the event of discrepancy between the unit prices and their extensions, the total price will

be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly.

The University may reject an offer if it is materially unbalanced as to process for the basic requirements. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

#### 1.19 PAYMENTS

Payments for service will be made in arrears only upon receipt of a proper invoice, detailing the services provided. Any language imposing any interest or charges due to late payment is deleted.

#### 1.20 OWNERSHIP OF ALL PROPOSAL DOCUMENTATION

Ownership of all data, material and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University and may be subject to public inspection in accordance with the West Virginia Freedom of Information Act.

#### 1.21 CONFLICT OF INTEREST

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

A proposal will not be considered for award, or may be disqualified, if the price in the proposal was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer, or with any competitor, or with any improper source of information.

#### 1.22 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designated confidential by the University and not otherwise subject to disclosure, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out

this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Contractor takes to protect its own information of a similar nature, but in no event, less than reasonable care. Contractor will maintain FERPA and GLBA compliance as to any such University data, as well as any prevailing data-security standards applicable to West Virginia State agencies. The Contractor shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

## SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

### 2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFP Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions and instructions. Failure to do so will be at the proposer's risk. Each proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the proposer's response, shall be in calendar days. Propose your best price.

### 2.2 RFP RESPONSE OUTLINE

- A. Response Sheet: The Proposal Response Certification (Attachment A) shall be attached to the front of the proposal and shall contain the proposer's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Background and History: Describe the Commissioning Authority (CxA) background and history, its age, organization, officers or partners, number of employees and operating policies which would affect this Contract (Attachment B). State the number of years your organization has been continuously engaged in providing these services.
- C. Representative Projects: Provide a minimum of three (3) projects, completed or ongoing within the last five years, that company served as Commissioning Agent. Provide detailed information on each project including the following:
  - i. Similar Scope/Complexity. Past performance projects will demonstrate the ability to commission systems in:
    - a. New Construction
    - b. 40,000 SF Buildings or larger
  - ii. For each submitted representative project provide the following:

- a. Location of project, owner's name, Point of Contact name, phone number, and email address
  - b. Total Square Footage and SF of infrastructure upgrades
  - c. Scope of Project.
  - d. Scope of Commissioning provided by the Company.
- D. Key Personnel: Provide resumes and credentials of key personnel who would be supporting the project. Key personnel must be AABC, NEBB or ASHRAE certified and must have served as key personnel on at least one of the Representative Projects. Resumes should demonstrate key personnel technical expertise, relevant degrees, and recognized certifications.
- E. Sample Commissioning Documentation: Provide sample commissioning documentation the Company has prepared on Representative projects demonstrating Company's production of reports, checklists and other necessary documentation.
- F. Commissioning Software: Provide confirmation and identify the commissioning software such as CXAlloy or equal for management of Cx documentation and issues.
- G. Company Documentation: Documentation to show that Company is AABC, NEBB or ASHRAE certified.
- H. 48-Hour Notice: Please provide confirmation that the company has personnel available to be onsite at Shepherd University within a 48-hour notice.

- I. Service Costs: Please provide the following information regarding costs associated with services.
  - i. Provide a breakdowns of proposed costs indicating number of hours and rates for each position to be provided. Breakdown shall be separated into each phase of commissioning services described in the CXa Scope of Work as follows:
    - a. Design Review
    - b. Construction Support
    - c. Post-Construction Support.
  - ii. Provide a breakdown of any proposed expenses.
- J. Purchasing Affidavit: The Purchasing Affidavit (Attachment J), is a certification indicating that the proposer submitting a proposal does not owe any debt to the State of West Virginia.

## SECTION 3-TECHNICAL SPECIFICATIONS

### 3.1 GENERAL

Shepherd University is soliciting proposals for services to be provided by a Commissioning Authority (CxA) to perform Commissioning (Cx) of all required equipment and systems as it pertains to the construction of the Dining Hall Multipurpose Building located on the West Campus of Shepherd University.

- A. Commissioning is intended to achieve the following specific objectives according to the Contract Documents:
  1. Direct and oversee the Commissioning process and functional testing to ensure that all building systems are installed and perform interactively according to the design intent.
  2. Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry accepted standards, owner standards, and they receive adequate operational checkout by installing contractors.
  3. Verify and document proper performance of equipment and systems.
  4. Verify that O&M documentation left on site is complete.
  5. Verify that the owner's operating personnel are adequately trained.
  
- B. CxA Responsibilities
  1. Throughout the duration of the contract:
    - a. Communicate effectively with the project team to address any issues or concerns.
    - b. Coordinate with all stakeholders, including SU, Design-Build (DB) team, contractors, and operations staff.
    - c. Maintain comprehensive documentation throughout the Cx process.
  
  2. Review the project documents and provide comments to SU, including:
    - a. Design specifications. Specifically review the commissioning specifications to ensure all aspects of the Cx process are included and defined. Provide additional specification information, as required, to ensure the Cx process is well defined and detailed. Perform general review of specifications for constructability.

- b. Drawings. Review for constructability and that drawings are complete and detailed as needed for the design intent.
  - c. Schedules. Review General Contractor provided schedules (baseline and updates) for constructability, to ensure all aspects of the Cx process are adequately included, and the Cx activities are in logical sequence(s).
- 3. Review project submittals
  - a. Review product documentation relating to systems and equipment to be commissioned. Comments or acceptance of documents must be submitted to the DB team within 10 business days after receipt.
  - b. Review mechanical and electrical shop drawings associated with equipment and systems to be commissioned.
  - c. The CxA can request any necessary information relating to the Cx effort, to include detailed manufacturer installation and start-up, operating, troubleshooting and maintenance procedures, full details of any owner-contracted tests, fan and pump curves, full factory testing reports and full warranty information, field checkout sheet forms to be used by the factory or field technicians, etc
- 4. Cx Software: Provide access to a program such as CXAlloy TQ or approved equal for management of Cx documentation and issues, to SU and DB POCs.
- 5. On Site Support
  - a. Conduct periodic site visits to monitor the installation of systems and equipment. Verify that the installation conforms to the design specifications and manufacturer's recommendations.
  - b. Witness start-up and operational testing of equipment related to systems to be commissioned.
  - c. Be onsite to witness and oversee the execution of all functional performance tests.
  - d. Witness training.

6. Meetings
    - a. Attend a contract kickoff meeting with Shepherd University. This meeting can be virtual.
    - b. Chair a commissioning kickoff meeting with Shepherd University and the DB. This meeting will be in-person at Shepherd University.
    - c. Chair Cx meetings, at durations determined by the CxA. CxA to prepare agendas and meeting minutes.
  7. Post Construction Support
    - a. Review the as-built drawings and operation and maintenance (O&M) manuals.
    - b. Ensure proper training for the building's operational staff on system operations and maintenance.
    - c. Prepare a final commissioning report summarizing the results of the commissioning process and any outstanding issues.
    - d. Follow up with the project team to ensure that all issues are resolved satisfactorily.
- C. Commissioning Plan: The Cx plan will be a comprehensive document that includes the following. A draft plan is due 30 business days after the Commissioning Kickoff Meeting.
1. The project's commissioning objectives and scope.
  2. A detailed schedule of commissioning activities.
  3. The roles and responsibilities of all stakeholders.
  4. Procedures for functional performance testing.
  5. Criteria for system acceptance and performance verification.
  6. Documentation requirements and reporting procedures.
- D. Performance Testing and Verification
1. Pre-Functional Checklists: The CxA will review the Pre-Functional Checklists to ensure equipment and systems are ready for functional performance testing.
  2. Functional Performance Testing: The CxA will oversee functional performance testing to ensure that all systems operate as intended. Reference project specifications for specific equipment and systems to be commissioned. This testing will include:
    - a. Verification of equipment and system installation.
    - b. Testing of individual components and integrated systems.
    - c. Simulation of operating conditions to assess system performance.

- d. Identification and documentation of any performance issues or deficiencies.
- 3. System Acceptance: System acceptance will be based on the successful completion of performance testing and verification. The CxA will:
  - a. Review test results and confirm that systems meet the project requirements.
  - b. Document any outstanding issues and work with the project team to resolve them.
  - c. Provide Shepherd University with a comprehensive commissioning report and recommendations for ongoing maintenance and operation.

E. Training and Handover

- F. Training: The CxA will ensure that the building's operational staff are adequately trained in the use and maintenance of all systems. The CxA will review the training plan to ensure all equipment and systems are included. This training will cover:
- 1. System operation and control procedures.
  - 2. Routine maintenance and troubleshooting techniques.
  - 3. Emergency response procedures.
  - 4. Review of O&M manuals and documentation.

G. Handover: Upon completion of the commissioning process, the CxA will:

- 1. Conduct a final walkthrough with Shepherd University and the project team to review system operations.
- 2. Provide Shepherd University with all commissioning documentation, including the final report and test results.
- 3. Ensure that the building is ready for occupancy and that all systems are fully operational.
- 4. Offer continued support and follow-up to address any post-occupancy issues.

## SECTION 4 - PROCUREMENT PROCESS

### 4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Contractors submitting proposals will be prepared, and will be available for public inspection. Proposals will not be opened nor read publicly. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

### 4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Offeror's, if required, proposals will initially be classified as:

- A. Acceptable
- B. Potentially Acceptable
- C. Unacceptable

Discussions may be conducted, or Presentations being requested, if required, with any or all of the proposers whose proposals are found acceptable or potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Executive Director of Procurement Services will establish schedules for conducting oral and/or written discussions.

Proposers are advised the University may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

### 4-3 VENDOR INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the vendors selected for discussions.

### 4-4 FINAL OFFERS AND AWARD OF CONTRACT

Following any discussions with proposers regarding their technical proposals, alternative approaches or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final vendors for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal, which is found to be most advantageous to the University based on the factors set forth in the Request for Proposals.

## SECTION 5- EVALUATION PROCESS/CRITERIA

### 5-1 EVALUATION PROCESS

Shepherd University will evaluate Part 1 of the proposals and scored by a committee based on responses provided in the order provided above with the following total score for each section as identified in Section 5.2.

### 5.2 EVALUATION CRITERIA

The evaluation criteria are listed below:

- a. Representative Projects – 25 points
- b. Key Personnel – 25 points
- c. Sample Documentation – 20 points
- d. Company Software – 15 points
- e. Company Certification – 10 points
- f. Personnel Response Time – 5 points

Additional technical information or clarification may be requested after the evaluation of Part 1 is completed. Any additional information requested and provided may be used to re-score Part 1.

2. Once the evaluations of Part 1 are finalized, Part 2 will be evaluated. Additional cost information or clarification may be requested.
3. Selection shall be made of the Company that represents the best value to Shepherd University. Best value will be determined by weighing, in equal value, of the technical score (Part 1) and the cost proposal (Part 2).

## **SECTION 6- CONTRACTUAL TERMS AND CONDITIONS**

1. ACCEPTANCE: Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. BUYER: For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. CANCELLATION: The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. DELIVERY: For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of the Order and it is subject to termination by the Buyer for failure to deliver on time.
8. DISPUTES: Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. HOLD HARMLESS: The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
10. MODIFICATIONS: This writing is the parties final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. NON-FUNDING: All services performed or goods delivered under this Purchase Order/Contract 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.
12. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips invoices and correspondence.
13. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. RENEWAL: The Contract may be renewed only upon mutual written agreement of the parties.
15. REJECTION: All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. SELLER: For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase order from the Buyer.
17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. TAXES: The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. TERMINATION: In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

ATTACHMENT A  
PROPOSAL RESPONSE CERTIFICATE  
SHEPHERD UNIVERSITY

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DATE

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

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Name of Proposer

---

Signature of Proposer

---

Title

---

Firm Name

---

Street Address

---

City, State, Zip

---

Telephone Number

---

Email

---

Federal Employment Id Number

ATTACHMENT B  
BACKGROUND AND HISTORY

ATTACHMENT C  
REPRESENTATIVE PROJECTS

ATTACHMENT D

KEY PERSONNEL

ATTACHMENT E  
SAMPLE COMMISSIONING DOCUMENTATION

ATTACMENT F  
COMMISSIONING SOFTWARE

ATTACHMENT G  
COMPANY DOCUMENTATION

ATTACHMENT H  
48-HOUR NOTICE CONFIRMATION

ATTACHMENT I  
SERVICE COSTS

ATTACHMENT J  
PURCHASING AFFIDAVIT

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(j), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

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

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

State of \_\_\_\_\_

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

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

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

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_