

Solicitation Q32666

**Architects and Engineers list for calendar year
2010**



Weber State University

Bid Q32666

Architects and Engineers list for calendar year 2010

Bid Number **Q32666**
Bid Title **Architects and Engineers list for calendar year 2010**

Bid Start Date **Oct 29, 2009 3:03:35 PM MDT**
Bid End Date **Dec 3, 2009 2:00:00 PM MST**
Question & Answer
End Date **Nov 16, 2009 2:00:00 PM MST**

Bid Contact **Richard Badger**
 richardbadger@weber.edu

Contract Duration **1 year**
Contract Renewal **Not Applicable**
Prices Good for **Not Applicable**

Bid Comments **Electronic responses preferred.**

 Any and All RFP questions will be after the question due date.

 *****Any proposal with a zip file in it will not be accepted.*****

Item Response Form

Item **Q32666-1-01 - Architect and Engineer list for calendar year 2010**
Quantity **1 lot**
Unit Price
Delivery Location **Weber State University**
 Weber State University
 1013 University Circle
 Ogden UT 84408-1013
 Qty 1

Description

Architect and Engineer list for calendar year 2010

Please refer to RFP Document attached



WEBER STATE UNIVERSITY

Purchasing & Support Services
1013 University Circle Ogden, UT 84408-1013
Phone (801) 626-6014 Fax (801) 626-6498

Vendor Registration

WSU Vendor ID: _____
(For Internal Use Only)

Send Orders To:

Business Name: _____

Address: _____

Address 2: _____

City: _____

State: _____ Zip: _____

Contact Name: _____

Contact Phone: _____

Fax: _____

Email Address: _____

FOB: _____

Send Payments To:

Business Name: _____

Address: _____

Address 2: _____

City: _____

State: _____ Zip: _____

Contact Name: _____

Contact Phone: _____

Fax: _____

Email Address: _____

PAYMENT TERMS: _____

Does your company accept MasterCard?

Yes

☐

No

☐

Substitute W-9 Information:

Business, Trade, or DBA (doing business as)

if different from above: _____

Check the box which describes the vendor's type of business and provide corresponding required information:

☐ Individual or Sole Proprietorship	Name of owner as known To Social Security Administration: _____ SSN (Social Security Number) of owner: _____
☐ Limited Liability Company (LLC) ☐ Partnership ☐ Incorporated Legal Service ☐ Incorporated Med Service ☐ Corporation ☐ Incorporated Trust/Estate ☐ Federal Governmental Entity ☐ Local or State Government Entity ☐ Nonprofit Organization ☐ Sub chapter S Corporation	Name of Business as entered on charter or document creating the legal entity: _____ TIN, EIN or FED ID _____ (Taxpayer Identification Number)

Certification: Under penalties of perjury, I certify that:

(1) The number(s) shown on this form is my correct taxpayer identification number(s) (or I am waiting for a number to be issued to me), **and** (2) The organization entity and all other information provided is accurate, **and** (3) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

You must cross out item (3) above if you have been notified by IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Authorized Signature

Title

Date

Typed Name

Phone Number

I:forms/Banner/vendorreg52803

CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Ann., Subsections 63-2-304(1) and (2), and in accordance with Section 63-2-308, the undersigned company asserts the claim of business confidentiality to protect the following information submitted as part of a Request for Proposals.

This claim is asserted because this information requires protection as it includes:

G Trade secrets as defined in Section 13-24-2 (“Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.)

G Commercial information or non-individual financial information obtained from a person if: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future, [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Ann. § 63-2-304 (1) or (2) is classified public or if the governmental entity determines that the record should be released after balancing interests under Utah Code Ann. Subsection 63-2-201 (5)(b) or Utah Code Ann. Subsection 63-2-401(6). See Utah Code Ann. Subsection 63-2-308.

Signature

Title

Company

Date

Request For Letter of Interest
and Statement of Qualifications
for Architects/Engineers
RFP Q32666

Weber State University Purchasing and Support Services
1013 University Circle
Ogden, Utah 84408-1013

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SECTION 1 - PURPOSE OF RFP

- 1.01 Purpose. The university's objective for issuing the RFP is to comply with the provisions of the State Procurement Code and Purchasing Policy for the State of Utah and the University to encourage firms to submit annually a statement of qualifications and performance data. A file of the statements of qualifications shall be maintained in the University Purchasing Department.

An Architect/Engineer shall be selected directly from the list of firms who have submitted Letters of Interest, Statements of Qualifications, and Performance Data for projects estimated to be under \$100,000.00 and when the fees for the architect/engineer services do not exceed \$30,000.00. Such selection will be made on a project by project basis. If delegation of authority is given to WSU by DFCM, architectural and engineering services for project over \$100,000 will also be selected from this pre-approved group of consultants.

SECTION 2 - GENERAL INFORMATION

- 2.01 Administrative Guidance. The information provided herein is intended to assist suppliers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Suppliers are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal.
- 2.02 Issuing office and RFP Reference Number. The Purchasing Department of Weber State University is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the transaction is **Q32666**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.
- 2.03 Response Date. In order to be considered for selection, your proposal must be received electronically via RFP Depot's website. Submitting your response to Weber State University via Bid Sync is free of charge. Please register at www.bidsync.com , or contact their customer service department at 801-765-9245.

Paper copies (one originally, plus 4 copies) will be accepted, but must be received at Weber State University Purchasing Department (1013 University Circle, Ogden, UT 84408-1013) **no later than 2:00 p.m. current Mountain Time on the 3rd day,**

of December, 2009. Any proposal in route, either in the mail or other locations on the campus will not be considered timely and will be returned unopened. Proposals received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential, as provided by law (please see section 2.14 hereof).

2.04 Pre-Proposal Conference. **No pre-proposal** conference will be held.

2.05 Inquiries. All inquiries or requests for clarification or interpretation arising subsequent to the issuance of this RFP, that could have a significant impact on the responses to the RFP, should be submitted electronically via RFP Depot.

Questions and answers will be consolidated and available to all suppliers on record as having received this RFP. All inquiries must be received by (**November 16, 2009**).

2.06 Important Dates. The following dates are significant for this RFP:

RFP Dated and Issued	October 30, 2009
RFP Inquiry Questions Due	November 16, 2009
Proposal Response Date	December 3, 2009

2.07 Proposal Validity Time. Proposals containing less than 60 calendar days acceptance time will not be considered.

2.08 Consideration of Proposals. The University may award a contract based on initial proposals received without discussion of such proposals with suppliers. Accordingly, each initial proposal should be submitted with the most favorable price and service available. However, The University may initiate discussions should clarification or negotiation be necessary. Suppliers shall be prepared to send qualified personnel to discuss technical and contractual aspects of their proposal.

2.09 Oral Presentation. An oral presentation by a supplier to supplement a proposal may be required. These presentations will be scheduled, if required, by the Purchasing Department subsequent to the receipt of proposals and prior to the award of the contract.

2.10 Gratuities. By written notice to the supplier(s), the University may disqualify from consideration or cancel any subsequent contract if it is found by the University that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the supplier, or any agent or representative of the supplier, to any officer or employee of the University with the intent to secure this contract or secure favorable treatment with respect to the awarding or amending of this contract.

2.11 Award of the Contract. The Purchasing Department is the only agency authorized

to award a contract for the proposed purchases. All pertinent University policies and State of Utah purchasing codes and State procurement policies and procedures apply.

- 2.14 Protected Information. State Procurement Rule, R-33-3, as well as the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1953), as amended (AGRAMA@) provides that **all** proposals may be disclosed to the public after notice of the selection of the successful offeror(s) and after receipt of a GRAMA request. Any person (supplier) who believes that a record should be protected as outlined in R-33-3-204.1, should complete the enclosed AClaim of Business Confidentiality@ form. Failure to complete this form will result in the disclosure of your proposal if a GRAMA request is received. All material contained in and/or submitted with the proposal becomes the property of the University and may be returned only at the University=s option.
- 2.15 Notices. The supplier must specify the name, title, address, phone and email address of the person to whom all correspondence regarding any contract awarded as a result of this RFP should be directed (including amendments to the contract). All amendments must be in writing and signed by both parties.
- 2.16 Incurring Costs. The University will not be liable for any cost which suppliers may incur in the preparation or presentation of their proposal(s). Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, there is no intent within these instructions to limit a proposal=s content or to exclude any relevant or essential data therefrom.
- 2.17 Addendum to RFP. In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all suppliers on record as having received this RFP.
- 2.18 Alternative Proposals. A supplier may submit more than one proposal, each of which must follow the Proposal Response Outline (section 4 hereof) and satisfy the requirements of this RFP. The supplier=s prime proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained in the prime proposal. If alternative proposals are submitted, the supplier must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.
- 2.19 Authorized Supplier Representatives. The proposal will list the name, title, office address, telephone number, fax number and email address of the person(s)

authorized to represent the supplier regarding this RFP. The University reserves the right to (1) interview and select supplier=s personnel who will provide services and (2) negotiate a change in the individual assigned to represent the supplier awarded this contract if the assigned representative is not supplying the needs of the University appropriately. The right shall carry forward through the response period and during the term of the contract.

- 2.20 Award of Subcontracts. For each subcontract, if any, which the supplier proposes to award, the supplier shall specify in writing the proposed subcontractor=s name and address, and the purpose of the subcontract. Any supplier proposing subcontracts as a part of a proposal must explicitly state so in the proposal, and must include the above stated information for each subcontract. Written approval by the University Purchasing Department is required prior to the awarding of any subcontracts. Any Subcontractor shall be required to provide evidence to the University of the same insurance provisions and coverages as described in section 2.29 of the RFP.
- 2.21 Assignment. The successful supplier shall not assign or subcontract any portion of its obligations under the contract without the prior written consent of the University. Assignment or subcontracting shall in no way relieve the successful supplier of any of its obligations.
- 2.22 Remedies. The laws of the State of Utah shall apply in all disputes arising out of this RFP, without regard to Utah choice of law rules.
- 2.23 Compliance. The supplier hereby agrees to abide with all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.
- 2.24 Cancellation. Inadequate delivery or failure to adhere to the contract covenants may result in cancellation of the contract. The supplier shall be responsible for reimbursing the University for expenses incurred as a result of unacceptable service. In the event that either party determines that a material breach has occurred that would be cause for cancellation of the contract, the party wishing to cancel shall notify the other party of the alleged breach in writing, and allow the defaulting party thirty (30) days in which to cure the alleged breach. If the alleged breach is not cured or substantial steps to cure the alleged default are not taken within this period, the non-defaulting party may cancel the contract at the end of said thirty (30) day period.
- 2.25 Acceptance of Services Rendered. The University, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the contract satisfy the requirements as identified in the contract.
- 2.26 State and Local Taxes. The University is exempt from sales and excise taxes.

Exemption certification information appears on all purchase orders issued by the University and such taxes will not apply unless otherwise noted.

- 2.27 Anti-Collusion. The submittal of a proposal constitutes agreement that the supplier has not divulged its proposal to suppliers, nor has the supplier colluded with any other suppliers or parties to a proposal what-so-ever.
- 2.28 Indemnification. The supplier shall hold harmless, defend and indemnify Weber State University and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgements, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by Supplier, or (b) Supplier=s use of University premises, or (c) any act, error, or omission on the part of the Supplier, or its agents, employees, or subcontractors except where such claims, losses, causes of action, judgements, damages and expenses result solely from the negligent acts or omissions or willful misconduct of Weber State University, its officers, employees or agents.
- 2.29 Insurance. The supplier shall maintain, during the term of any resulting contract, comprehensive General, Contractual, Professional and Errors and Omissions (E&O) Liability Insurance and Employee Dishonesty bonding coverage or such coverages as required by Federal, State, and local laws governing the services described herein. Proposers shall also maintain all employee-related insurances, in the statutory amounts, such as unemployment compensation, worker=s compensation, and employer=s liability, for its employees involved in performing services pursuant to any resulting underwriting contract. Such coverages may be self funded.
- 2.30 Restrictions. All proposals must clearly set forth any restrictions or provisions deemed necessary by the supplier to effectively service the proposed contract.
- 2.31 Right to Reject. The University reserves the right to reject in whole or in part any or all proposals and to waive any informality or technicality in any proposal in the interest of the University. Subsequent procurement, if any, will be in accordance with Weber State University contractual action. Non-compliance with the conditions of this proposal may result in disqualification of the offending supplier.
- 2.32 Record Keeping and Audit Rights. Any supplier providing goods or services under any Contract shall maintain accurate accounting records for all goods and services provided thereunder, and shall retain all such records for a period of at least three (3) years following termination of the Contract. Upon reasonable notice and during normal business hours the University, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents

pertaining to the Contract. The University=s audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter.

2.33 Payment and Performance Evidence. Supplier will provide evidence of financial responsibility, which demonstrates the Supplier=s ability to perform the services contemplated by the RFP. Such evidence of financial strength may be in the form a performance bond, letter of credit, financial statements or other form which is reasonably acceptable to the University.

2.34 Price Reduction. If at any time after the award of a contract, the successful supplier reduces the price of any article or service covered under the contract resulting from this RFP, the successful supplier shall give the University proportionately reduced pricing for such articles or services.

2.35 Solicitation of Employees. The selected supplier and the University agree not to solicit each other=s employees for a period of 2 years following completion of contract.

2.36 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible , or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by WSU.

2.37 Contracts. If you wish your contractual document(s), in whole or in part, to comprise a portion of the final governing language of any agreement arising from this RFP, (including maintenance agreements), a copy of that agreement(s) must be submitted with your response. A legal review of your contractual demands in view of what is acceptable to the University as an entity of the State of Utah shall be part of the criteria in evaluating our offer.

The University will not enter into any contract or affix signature to any document, the terms of which require the University to waive conditions or requirements negotiated via this solicitation process, provided for in the document or by mutual consent. Any document containing a clause or clauses that purport to supersede all other documents included in, or arising from the RFP process will be rejected.

2.38 Endorsement. Unless specifically authorized in writing by the University Purchasing Department on a case by case basis, the Contractor shall have no right to use, and shall not use, the name of Weber State University, its officials or employees, or the seal or mark of the University in advertising, publicity, or promotion; nor to express or imply and endorsement of Contractor=s supplies or services.

- 2.39 Availability to Other State Institutions. In the event a contract between the University and the Supplier results from the RFP, the Supplier shall offer the same prices, terms, conditions, and all other particulars herein to all other institutions within the State of Utah. Provided however, that the Supplier may apply fair and reasonable delivery cost adjustments to those institutions whose location may be materially remote or primate when compared to the delivery distances contemplated under this RFP.
- 2.40 Equal Opportunity. Consistent with University's policies, in connection with any work performed upon acceptance of bid, the Contractor agrees to abide by the letter and spirit of the Civil Rights Act of 1964, 45 CFR 90, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375, as applicable, which are incorporated herein by reference. Contractor also agrees to comply with the American Disabilities Act of 1990 and Sections 503 and 504 of the Rehabilitation Act of 1973. Contractor agrees to comply with the provisions of the Utah Antidiscrimination Act and any Utah Executive Order regarding discrimination. Contractor agrees to incorporate these provisions as necessary with regard to any subcontracts and to provide all required notices to each labor union or workers= representative stating the Contractor=s responsibilities under these provisions. Specifically, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual preference, marital status, veteran's status, status with regard to public assistance, disability or age. This provision will include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to insure equal employment opportunities.
- 2.41 Further Agreements. In addition to a proposal, the University may from time to time require a supplier to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.
- 2.42 Relationship of the Parties. In assuming and performing the obligations of any Contract, the University and any supplier shall each be acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner or employee of the other.
- 2.43 Compliance with Payment Card Industry Data Security Standard , Data Privacy and Cardhold Information Security Program.
The Supplier agrees to comply with the Payment Card Industry Data Security Standard (PCIDSS), Data Privacy and with Visa=s Cardholder Information Security Program (CISP).
- 2.44 Title to Designs and Copy. Title to all concepts, plans, strategies, and other

supplies and services produced/purchased as a result of this RFP, will become the property of Weber State University.

- 2.45 Non-appropriation of Funds. Vendor acknowledges that WSU cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to WSU is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, WSU may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from WSU upon thirty (30) days written notice. In the case that funds are not appropriated or are reduced, WSU will reimburse the vendor for products delivered or services performed through the date of cancellation or reduction, and WSU will not be liable for any future commitments, penalties, or liquidated damages
- 2.46 Status Verification. If a contract is awarded through this RFP for the physical performance of services within the State of Utah, supplier or supplier=s agent, contractor, subcontractor or service provider is required to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of the supplier=s or supplier=s agent=s, contractor=s or subcontractor=s or service provider=s employees hired on or after July 1, 2009 and employed in the State of Utah, in accordance with UCA Section 63G-11-103.

SECTION 3 - SPECIFICATIONS

- 3.01 Scope. Architects/engineers selected from the list may be required to provide partial or full comprehensive services including project programming, project design, financial planning, project budgetary or bidding process, construction implementation and management. Such services will be defined on a project by project basis.

The list of architects/engineers who meet the minimum requirements and pre-qualifications shall be maintained for the contract year under various disciplines, such as: General Architect, Civil, Structural, Mechanical, Electrical, Landscape, Surveying, and Geo-Technical, and Environmental Engineering.

The submittal of a Letter of Interest and Statement of Qualifications by any Architect/Engineer does not constitute a commitment on the part of the University to use the Architect/Engineer on any project. The submittal allows the University to consider the Architects/Engineers capabilities when needs arise. The University makes no guarantee of any particular type project arising.

- 3.02 Minimum Requirements. In order to be considered, all responses must include the

following:

- A. The name of the firm and the location of all its offices, specifically indicating the principal place of business.
- B. Years in business and its average number of employees over the past five years.
- C. The education, training, and qualifications of members of the firm and key employees.
- D. The experience of the firm reflecting technical capabilities and project experience and of examples of three past projects (preferably within the \$50,000 to \$300,000.00 construction cost range).
- E. Provide short list of projects completed for Weber State University.
- E. A list of all areas of expertise, such as Architect, Civil, Structural, Mechanical, Electrical, Landscape, Surveying, Geo-Technical, and Environmental Engineering.
- F. The name, address and phone number of at least 3 clients who may be contacted, including at least 2 for whom services were rendered in the past year..
- G. Licensed in the State of Utah.

SECTION 4 - RFP RESPONSE OUTLINE

4.01 RFP Response Outline. RFP=s must be concise, in the following outline format, and a **maximum of five (5) pages**. Pertinent supplemental information should be referenced and included as attachments. All RFP=s must be organized to comply with the following sections:

- A. **LETTER OF INTEREST.** (One page) The letter of interest should include an introduction of the firm=s company, the name, address, telephone number, fax number and E-mail address of the person(s) to be contacted along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter.
- B. **AREAS OF DISCIPLINE.** (One page) A brief description and listings of the various areas of discipline the firm may desire to participate in.

- C. **STATEMENT OF QUALIFICATIONS.** (Three pages) This section should constitute the major portion of the RFP. Failure to provide written information indicated in the RFP will be interpreted by the University as an inability by the offeror to provide the requested service or function.

SECTION 5 - PROPOSAL EVALUATION

- 5.01 **Proposal Evaluation Criteria.** The criteria to be used by the Selection Committee to evaluate the RFP are the specific and concise information relating to paragraphs A thru G of Section 3.02.

Firm qualifications (30 points)

Strength of team (30 points)

Previous related experiences and past project performance, WSU or other (40 points)

- 5.02 **Evaluation.** Upon the conclusion of an initial evaluation phase, Architects/Engineers may be selected for detailed review and evaluation, including oral presentations if required. The University reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers. Upon completion of the evaluation process, all firms will be notified in writing of The Selection Committee's decision.

SECTION 6 - POST SELECTION

- 6.01 **Upon making the Architect/Engineer List.** As projects occur Facilities Management may use the selected firms for an upcoming project in compliance with Utah Code 63-56-702. Depending on the type of project, interviews and, if needed, proposals will be obtained from three firms (provided there are three firms or more in the given category). The Selection Committee will include representatives of Facilities Management, Purchasing, the end user and may include independent WSU representatives. Based on the Selection Committee's recommendation Weber State University Purchasing will issue a contract for the project with a total budget for the firm. All design fees will conform to the DFCM policies and pricing (see <http://dfcm.utah.gov/downloads/1const/AEFeePolicy.pdf>). Only Weber State Purchasing may make award of project, or issue purchase orders.
- 6.02 **Projects Categories.** Based on the firm's RFP responses the WSU RFP review team will place the selected firms within one or more of the following categories:

Architecture
Civil Engineering
Electrical Engineering
Environmental Engineering
Geo-Technical Engineering
Landscaping
Mechanical Engineering
Surveying
Structural Engineering

It is the firm=s responsibility to show in its RFP response suitability for any of above categories. WSU will be the sole judge as to what categories a firm needs to be placed in.

- 6.03 Post Project Evaluations. If a firm is selected for a project, at the end of the awarded project the firm will be rated by Weber State University Personnel on how the firm performed on the project. This information will be shared within Weber State University personnel.

The evaluation will include, but will not be limited to the following:

Quality of work
Maintaining schedule and design budget
Project Management

- 6.04 Compliance. Any contracts awarded under this RFP will be in compliance with State of Utah Architect/Engineer General provisions.



**WEBER STATE
UNIVERSITY**

**Request For Letter of Interest
and Statement of Qualifications
for Architects/Engineers
RFP Q32666**

Weber State University
Purchasing and Support Services
1013 University Circle
Ogden, Utah 84408-1013

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SECTION 1 - PURPOSE OF RFP

- 1.01 Purpose. The university's objective for issuing the RFP is to comply with the provisions of the State Procurement Code and Purchasing Policy for the State of Utah and the University to encourage firms to submit annually a statement of qualifications and performance data. A file of the statements of qualifications shall be maintained in the University Purchasing Department.

An Architect/Engineer shall be selected directly from the list of firms who have submitted Letters of Interest, Statements of Qualifications, and Performance Data for projects estimated to be under \$100,000.00 and when the fees for the architect/engineer services do not exceed \$30,000.00. Such selection will be made on a project by project basis. If delegation of authority is given to WSU by DFCM, architectural and engineering services for project over \$100,000 will also be selected from this pre-approved group of consultants.

SECTION 2 - GENERAL INFORMATION

- 2.01 Administrative Guidance. The information provided herein is intended to assist suppliers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Suppliers are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal.
- 2.02 Issuing office and RFP Reference Number. The Purchasing Department of Weber State University is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the transaction is **Q32666**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.
- 2.03 Response Date. In order to be considered for selection, your proposal must be received electronically via RFP Depot's website. Submitting your response to Weber State University via Bid Sync is free of charge. Please register at www.bidsync.com, or contact their customer service department at 801-765-9245.

Paper copies (one originally, plus 4 copies) will be accepted, but must be received at Weber State University Purchasing Department (1013 University Circle, Ogden, UT 84408-1013) **no later than 2:00 p.m. current Mountain Time on the 3rd day, of**

December, 2009. Any proposal in route, either in the mail or other locations on the campus will not be considered timely and will be returned unopened. Proposals received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential, as provided by law (please see section 2.14 hereof).

2.04 Pre-Proposal Conference. **No pre-proposal** conference will be held.

2.05 Inquiries. All inquiries or requests for clarification or interpretation arising subsequent to the issuance of this RFP, that could have a significant impact on the responses to the RFP, should be submitted electronically via RFP Depot.

Questions and answers will be consolidated and available to all suppliers on record as having received this RFP. All inquiries must be received by **(November 16, 2009)**.

2.06 Important Dates. The following dates are significant for this RFP:

RFP Dated and Issued	October 30, 2009
RFP Inquiry Questions Due	November 16, 2009
Proposal Response Date	December 3, 2009

2.07 Proposal Validity Time. Proposals containing less than 60 calendar days acceptance time will not be considered.

2.08 Consideration of Proposals. The University may award a contract based on initial proposals received without discussion of such proposals with suppliers. Accordingly, each initial proposal should be submitted with the most favorable price and service available. However, The University may initiate discussions should clarification or negotiation be necessary. Suppliers shall be prepared to send qualified personnel to discuss technical and contractual aspects of their proposal.

2.09 Oral Presentation. An oral presentation by a supplier to supplement a proposal may be required. These presentations will be scheduled, if required, by the Purchasing Department subsequent to the receipt of proposals and prior to the award of the contract.

2.10 Gratuities. By written notice to the supplier(s), the University may disqualify from consideration or cancel any subsequent contract if it is found by the University that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the supplier, or any agent or representative of the supplier, to any officer or employee of the University with the intent to secure this contract or secure favorable treatment with respect to the awarding or amending of this contract.

- 2.11 Award of the Contract. The Purchasing Department is the only agency authorized to award a contract for the proposed purchases. All pertinent University policies and State of Utah purchasing codes and State procurement policies and procedures apply.
- 2.14 Protected Information. State Procurement Rule, R-33-3, as well as the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1953), as amended ("GRAMA") provides that **all** proposals may be disclosed to the public after notice of the selection of the successful offeror(s) and after receipt of a GRAMA request. Any person (supplier) who believes that a record should be protected as outlined in R-33-3-204.1, should complete the enclosed "Claim of Business Confidentiality" form. Failure to complete this form will result in the disclosure of your proposal if a GRAMA request is received. All material contained in and/or submitted with the proposal becomes the property of the University and may be returned only at the University's option.
- 2.15 Notices. The supplier must specify the name, title, address, phone and email address of the person to whom all correspondence regarding any contract awarded as a result of this RFP should be directed (including amendments to the contract). All amendments must be in writing and signed by both parties.
- 2.16 Incurring Costs. The University will not be liable for any cost which suppliers may incur in the preparation or presentation of their proposal(s). Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, there is no intent within these instructions to limit a proposal's content or to exclude any relevant or essential data therefrom.
- 2.17 Addendum to RFP. In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all suppliers on record as having received this RFP.
- 2.18 Alternative Proposals. A supplier may submit more than one proposal, each of which must follow the Proposal Response Outline (section 4 hereof) and satisfy the requirements of this RFP. The supplier's prime proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained in the prime proposal. If alternative proposals are submitted, the supplier must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.

- 2.19 Authorized Supplier Representatives. The proposal will list the name, title, office address, telephone number, fax number and email address of the person(s) authorized to represent the supplier regarding this RFP. The University reserves the right to (1) interview and select supplier's personnel who will provide services and (2) negotiate a change in the individual assigned to represent the supplier awarded this contract if the assigned representative is not supplying the needs of the University appropriately. The right shall carry forward through the response period and during the term of the contract.
- 2.20 Award of Subcontracts. For each subcontract, if any, which the supplier proposes to award, the supplier shall specify in writing the proposed subcontractor's name and address, and the purpose of the subcontract. Any supplier proposing subcontracts as a part of a proposal must explicitly state so in the proposal, and must include the above stated information for each subcontract. Written approval by the University Purchasing Department is required prior to the awarding of any subcontracts. Any Subcontractor shall be required to provide evidence to the University of the same insurance provisions and coverages as described in section 2.29 of the RFP.
- 2.21 Assignment. The successful supplier shall not assign or subcontract any portion of its obligations under the contract without the prior written consent of the University. Assignment or subcontracting shall in no way relieve the successful supplier of any of its obligations.
- 2.22 Remedies. The laws of the State of Utah shall apply in all disputes arising out of this RFP, without regard to Utah choice of law rules.
- 2.23 Compliance. The supplier hereby agrees to abide with all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.
- 2.24 Cancellation. Inadequate delivery or failure to adhere to the contract covenants may result in cancellation of the contract. The supplier shall be responsible for reimbursing the University for expenses incurred as a result of unacceptable service. In the event that either party determines that a material breach has occurred that would be cause for cancellation of the contract, the party wishing to cancel shall notify the other party of the alleged breach in writing, and allow the defaulting party thirty (30) days in which to cure the alleged breach. If the alleged breach is not cured or substantial steps to cure the alleged default are not taken within this period, the non-defaulting party may cancel the contract at the end of said thirty (30) day period.
- 2.25 Acceptance of Services Rendered. The University, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the contract satisfy the requirements as identified in the contract.

- 2.26 State and Local Taxes. The University is exempt from sales and excise taxes. Exemption certification information appears on all purchase orders issued by the University and such taxes will not apply unless otherwise noted.
- 2.27 Anti-Collusion. The submittal of a proposal constitutes agreement that the supplier has not divulged its proposal to suppliers, nor has the supplier colluded with any other suppliers or parties to a proposal what-so-ever.
- 2.28 Indemnification. The supplier shall hold harmless, defend and indemnify Weber State University and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgements, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by Supplier, or (b) Supplier's use of University premises, or (c) any act, error, or omission on the part of the Supplier, or its agents, employees, or subcontractors except where such claims, losses, causes of action, judgements, damages and expenses result solely from the negligent acts or omissions or willful misconduct of Weber State University, its officers, employees or agents.
- 2.29 Insurance. The supplier shall maintain, during the term of any resulting contract, comprehensive General, Contractual, Professional and Errors and Omissions (E&O) Liability Insurance and Employee Dishonesty bonding coverage or such coverages as required by Federal, State, and local laws governing the services described herein. Proposers shall also maintain all employee-related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to any resulting underwriting contract. Such coverages may be self funded.
- 2.30 Restrictions. All proposals must clearly set forth any restrictions or provisions deemed necessary by the supplier to effectively service the proposed contract.
- 2.31 Right to Reject. The University reserves the right to reject in whole or in part any or all proposals and to waive any informality or technicality in any proposal in the interest of the University. Subsequent procurement, if any, will be in accordance with Weber State University contractual action. Non-compliance with the conditions of this proposal may result in disqualification of the offending supplier.
- 2.32 Record Keeping and Audit Rights. Any supplier providing goods or services under any Contract shall maintain accurate accounting records for all goods and services provided thereunder, and shall retain all such records for a period of at least three (3) years following termination of the Contract. Upon reasonable notice and during normal business hours the University, or any of its duly authorized representatives,

shall have access to and the right to audit any records or other documents pertaining to the Contract. The University's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter.

- 2.33 Payment and Performance Evidence. Supplier will provide evidence of financial responsibility, which demonstrates the Supplier's ability to perform the services contemplated by the RFP. Such evidence of financial strength may be in the form a performance bond, letter of credit, financial statements or other form which is reasonably acceptable to the University.
- 2.34 Price Reduction. If at any time after the award of a contract, the successful supplier reduces the price of any article or service covered under the contract resulting from this RFP, the successful supplier shall give the University proportionately reduced pricing for such articles or services.
- 2.35 Solicitation of Employees. The selected supplier and the University agree not to solicit each other's employees for a period of 2 years following completion of contract.
- 2.36 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible , or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by WSU.
- 2.37 Contracts. If you wish your contractual document(s), in whole or in part, to comprise a portion of the final governing language of any agreement arising from this RFP, (including maintenance agreements), a copy of that agreement(s) must be submitted with your response. A legal review of your contractual demands in view of what is acceptable to the University as an entity of the State of Utah shall be part of the criteria in evaluating our offer.

The University will not enter into any contract or affix signature to any document, the terms of which require the University to waive conditions or requirements negotiated via this solicitation process, provided for in the document or by mutual consent. Any document containing a clause or clauses that purport to supersede all other documents included in, or arising from the RFP process will be rejected.

- 2.38 Endorsement. Unless specifically authorized in writing by the University Purchasing Department on a case by case basis, the Contractor shall have no right to use, and shall not use, the name of Weber State University, its officials or employees, or the seal or mark of the University in advertising, publicity, or promotion; nor to express or imply and endorsement of Contractor's supplies or services.

- 2.39 Availability to Other State Institutions. In the event a contract between the University and the Supplier results from the RFP, the Supplier shall offer the same prices, terms, conditions, and all other particulars herein to all other institutions within the State of Utah. Provided however, that the Supplier may apply fair and reasonable delivery cost adjustments to those institutions whose location may be materially remote or primate when compared to the delivery distances contemplated under this RFP.
- 2.40 Equal Opportunity. Consistent with University's policies, in connection with any work performed upon acceptance of bid, the Contractor agrees to abide by the letter and spirit of the Civil Rights Act of 1964, 45 CFR 90, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375, as applicable, which are incorporated herein by reference. Contractor also agrees to comply with the American Disabilities Act of 1990 and Sections 503 and 504 of the Rehabilitation Act of 1973. Contractor agrees to comply with the provisions of the Utah Antidiscrimination Act and any Utah Executive Order regarding discrimination. Contractor agrees to incorporate these provisions as necessary with regard to any subcontracts and to provide all required notices to each labor union or workers' representative stating the Contractor's responsibilities under these provisions. Specifically, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual preference, marital status, veteran's status, status with regard to public assistance, disability or age. This provision will include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to insure equal employment opportunities.
- 2.41 Further Agreements. In addition to a proposal, the University may from time to time require a supplier to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.
- 2.42 Relationship of the Parties. In assuming and performing the obligations of any Contract, the University and any supplier shall each be acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner or employee of the other.
- 2.43 Compliance with Payment Card Industry Data Security Standard , Data Privacy and Cardhold Information Security Program.
The Supplier agrees to comply with the Payment Card Industry Data Security Standard (PCIDSS), Data Privacy and with Visa's Cardholder Information Security Program (CISP).

- 2.44 Title to Designs and Copy. Title to all concepts, plans, strategies, and other supplies and services produced/purchased as a result of this RFP, will become the property of Weber State University.
- 2.45 Non-appropriation of Funds. Vendor acknowledges that WSU cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to WSU is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, WSU may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from WSU upon thirty (30) days written notice. In the case that funds are not appropriated or are reduced, WSU will reimburse the vendor for products delivered or services performed through the date of cancellation or reduction, and WSU will not be liable for any future commitments, penalties, or liquidated damages
- 2.46 Status Verification. If a contract is awarded through this RFP for the physical performance of services within the State of Utah, supplier or supplier's agent, contractor, subcontractor or service provider is required to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of the supplier's or supplier's agent's, contractor's or subcontractor's or service provider's employees hired on or after July 1, 2009 and employed in the State of Utah, in accordance with UCA Section 63G-11-103.

SECTION 3 - SPECIFICATIONS

- 3.01 Scope. Architects/engineers selected from the list may be required to provide partial or full comprehensive services including project programming, project design, financial planning, project budgetary or bidding process, construction implementation and management. Such services will be defined on a project by project basis.

The list of architects/engineers who meet the minimum requirements and pre-qualifications shall be maintained for the contract year under various disciplines, such as: General Architect, Civil, Structural, Mechanical, Electrical, Landscape, Surveying, and Geo-Technical, and Environmental Engineering.

The submittal of a Letter of Interest and Statement of Qualifications by any Architect/Engineer does not constitute a commitment on the part of the University to use the Architect/Engineer on any project. The submittal allows the University to consider the Architects/Engineers capabilities when needs arise. The University makes no guarantee of any particular type project arising.

- 3.02 Minimum Requirements. In order to be considered, all responses must include the

following:

- A. The name of the firm and the location of all its offices, specifically indicating the principal place of business.
- B. Years in business and its average number of employees over the past five years.
- C. The education, training, and qualifications of members of the firm and key employees.
- D. The experience of the firm reflecting technical capabilities and project experience and of examples of three past projects (preferably within the \$50,000 to \$300,000.00 construction cost range).
- E. Provide short list of projects completed for Weber State University.
- E. A list of all areas of expertise, such as Architect, Civil, Structural, Mechanical, Electrical, Landscape, Surveying, Geo-Technical, and Environmental Engineering.
- F. The name, address and phone number of at least 3 clients who may be contacted, including at least 2 for whom services were rendered in the past year..
- G. Licensed in the State of Utah.

SECTION 4 - RFP RESPONSE OUTLINE

4.01 RFP Response Outline. RFP's must be concise, in the following outline format, and a **maximum of five (5) pages**. Pertinent supplemental information should be referenced and included as attachments. All RFP's must be organized to comply with the following sections:

- A. **LETTER OF INTEREST.** (One page) The letter of interest should include an introduction of the firm's company, the name, address, telephone number, fax number and E-mail address of the person(s) to be contacted along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter.
- B. **AREAS OF DISCIPLINE.** (One page) A brief description and listings of the

various areas of discipline the firm may desire to participate in.

- C. **STATEMENT OF QUALIFICATIONS.** (Three pages) This section should constitute the major portion of the RFP. Failure to provide written information indicated in the RFP will be interpreted by the University as an inability by the offeror to provide the requested service or function.

SECTION 5 - PROPOSAL EVALUATION

- 5.01 Proposal Evaluation Criteria. The criteria to be used by the Selection Committee to evaluate the RFP are the specific and concise information relating to paragraphs A thru G of Section 3.02.

Firm qualifications (30 points)

Strength of team (30 points)

Previous related experiences and past project performance, WSU or other (40 points)

- 5.02 Evaluation. Upon the conclusion of an initial evaluation phase, Architects/Engineers may be selected for detailed review and evaluation, including oral presentations if required. The University reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers. Upon completion of the evaluation process, all firms will be notified in writing of The Selection Committee's decision.

SECTION 6 - POST SELECTION

- 6.01 Upon making the Architect/Engineer List. As projects occur Facilities Management may use the selected firms for an upcoming project in compliance with Utah Code 63-56-702. Depending on the type of project, interviews and, if needed, proposals will be obtained from three firms (provided there are three firms or more in the given category). The Selection Committee will include representatives of Facilities Management, Purchasing, the end user and may include independent WSU representatives. Based on the Selection Committee's recommendation Weber State University Purchasing will issue a contract for the project with a total budget for the firm. All design fees will conform to the DFCM policies and pricing (see <http://dfcm.utah.gov/downloads/1const/AEFeePolicy.pdf>). Only Weber State Purchasing may make award of project, or issue purchase orders.

- 6.02 Projects Categories. Based on the firms' RFP responses the WSU RFP review team will place the selected firms within one or more of the following categories:

- Architecture
- Civil Engineering
- Electrical Engineering
- Environmental Engineering
- Geo-Technical Engineering
- Landscaping
- Mechanical Engineering
- Surveying
- Structural Engineering

It is the firm's responsibility to show in its RFP response suitability for any of above categories. WSU will be the sole judge as to what categories a firm needs to be placed in.

- 6.03 Post Project Evaluations. If a firm is selected for a project, at the end of the awarded project the firm will be rated by Weber State University Personnel on how the firm performed on the project. This information will be shared within Weber State University personnel.

The evaluation will include, but will not be limited to the following:

- Quality of work
- Maintaining schedule and design budget
- Project Management

- 6.04 Compliance. Any contracts awarded under this RFP will be in compliance with State of Utah Architect/Engineer General provisions.

Question and Answers for Bid #Q32666 - Architects and Engineers list for calendar year 2010

OVERALL BID QUESTIONS

Question 1

Item "E" on the statement of qualifications list: Does this mean a list of projects completed for Weber State as a client, or simply provide a list of the firm's projects to Weber State. (Submitted: Oct 30, 2009 9:49:13 AM MDT)

Answer

- Either are acceptable. (Answered: Oct 30, 2009 10:12:44 AM MDT)

Question Deadline: Nov 16, 2009 2:00:00 PM MST