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# REQUEST FOR PROPOSALS

Issued by

**PIERPONT COMMUNITY & TECHNICAL COLLEGE**

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**COLLEGE EDUCATION MASTER AND STRATEGIC PLAN**

**RFP No. 06-20-21**

**Due: September 22, 2021, at 4:00 pm**

**Return Sealed Bids To:**

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Director of Procurement  
Pierpont Community & Technical College  
500 Galliher Drive, Room 200L, Fairmont, WV 26554  
Attn: David Williams  
[dwilliams29@pierpont.edu](mailto:dwilliams29@pierpont.edu)

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## NOTICE INVITING REQUEST FOR PROPOSALS

**NOTICE IS HEREBY GIVEN** that Pierpont Community & Technical College hereby calls for sealed qualifications and proposals for the development of the College Educational Master Plan and Strategic Plan from qualified firms to be delivered to the Director of Procurement, Pierpont Community & Technical College, 500 Galliher Drive, Room 200L, Fairmont, WV 26554, Attn: David Williams until 4:00 pm, Thursday, August 9, 2021, at which time and place said proposals will be examined. Faxed or emailed proposals will not be accepted.

Request for Proposal is available at [BIDDING OPPORTUNITIES](#). (Adobe Reader is required for downloading documents). Inquiries regarding this Proposal should be directed to the Director of Procurement, Attn: David Williams at [dwilliams29@pierpont.edu](mailto:dwilliams29@pierpont.edu). Reference ***College Education Master and Strategic Plan, 2021 RFP*** on all inquiries.

The Board of Trustees reserves the right to reject any and all proposals and any and all items of such proposals.

Publication Date: August 18, 2021

## 1. BACKGROUND AND INTRODUCTION

Pierpont Community & Technical College (PCTC) is a two-year community college located in North Central West Virginia. Pierpont requests proposals from qualified consultants to assist the College in preparing its Educational Master and Strategic Plan. The Educational Master Plan shall include a comprehensive review of existing and potential programs based on current data and future demographics. In addition, the Consultant shall take into consideration potential academic program development, maximum growth, a build-out for the colleges, long-range program development including expansion of existing programs, the addition of new programs, and direction for the College as a whole. The Educational Master and Strategic Plan will provide the framework for Pierpont's future direction for the next decade.

Pierpont Community & Technical College (PCTC) is located in Marion County. Interested respondents to this RFP should go to <https://www.pierpont.edu/> to learn more about the College. This website includes information, including the current catalogue, 2015-2020 strategic plan, and institutional data which will be essential in preparing a response to this RFP.

## 2. PROPOSED PROJECTS

The Consultant selected will produce deliverables in the form of a collaboratively developed written, graphic, and digital College (Education Master Plan) and (Strategic Plan). Given the unique strengths of Pierpont and the institution's geography, the plans must strategize for future student enrollment growth through improved service delivery and new instructional programming, identifying potential over the next decade given the state system's [Vision for Success](#). In addition, the Consultant will be responsible for delivering two documented evidence-based Plans with stakeholder endorsement. At that point, the work will be considered complete. Plans adopted by the Institution's Board of Governors are considered the final step.

The Consultant will work with Pierpont leadership, key divisions and departments of each program, participatory governance groups, and Pierpont stakeholders to develop the Colleges' Educational Master and Strategic Plan. The successful Proposer will plan for significant stakeholder participation, schedule open forums, facilitate stakeholder workgroup meetings, and build an iterative public review of written, graphic, and digital documentation. The final product will include, but not be limited to:

- Planning documents that will outline the future direction of Pierpont Community & Technical College to increase student educational achievement in alignment with the Vision for Success and [West Virginia's Climb](#) goal attainment;
- The College Strategic Plan must demonstrate clear linkages to the Colleges' Educational Master Plan, the Plan are complementary and not in contradiction;
- Consistency with the Facilities Master Plan, (available upon request) noting assignable square footage requirements required to achieve the Plans' projections of enrollment growth and student achievement. A critical component of the final deliverables will be a comprehensive analysis of the infrastructure needed to achieve the plan, including recommended build-out size by site and justification for development.

Pierpont's Education Master Plan document will include, but not be limited to:

- College-wide background, including mission, vision, and values;
- College identity and history;

- Trends in each of the College service area: population and demographics, employment rates, economic conditions, household income, educational attainment, and economic development potential;
- Analysis of instructional programs and services for the College;
- Prioritization activities;
- Trends in enrollment management, productivity, hiring, and student demographics;
- Growth and Opportunity in terms of departments and services, with capacity and projection analysis; and
- Detailed assessment of the college strengths, including assessing resources: human, technology, facilities, fiscal, and others.

Pierpont's' Strategic Plan will include, but not be limited to:

- Key role and mission;
- Communities served;
- Demographic and Trends Summary, as mentioned in the above section;
- Student success and access;
- Essential community and partners;
- Innovation and collaboration opportunities;
- Regional offerings;
- Programs of distinction, State, and national recognitions, exemplary practices amongst community colleges and universities; and
- Community resources to sustain and advance objectives;
- Indicators of fiscal sustainability given the [Governors Workforce Credentials](#) initiative and West Virginia's Climb attainment goals;
- Goals, strategic directions, and performance measures; and
- Staffing needs and supply projections, including faculty.

**A. Planning Team and Process:** The Consultant should include resumes of those who will work on the Project, describing the teams who would each be working with the College. The successful applicant will include the qualifications of appropriate individuals familiar with educational program planning and technical planning in the West Virginia community and technical college system and established methods for data-driven decision processes. Each potential Consultant should be prepared to illustrate examples of relevant data and how they plan to use this data to guide the future growth of PCTC. The Consultant's Proposal should include a description of working with the College as described in Section 3, Scope of Required Services. The planning process will require interactive meetings, planning narratives, visual aids, open forums, workshops, and presentations with stakeholders across the region and the College.

During the process, the Consultant will produce all meeting minutes and associated handouts in an electronic format consistent with the College standards for review and distribution.

### **3. SCOPE OF REQUIRED SERVICES**

Pierpont seeks a consultant to develop and prepare two documents: a written Educational Master Plan for the College and a College Strategic Plan. The College Strategic Plan is expected to guide institutional growth and direction over five (5) calendar years 2022 - 2027. In addition, the Consultant selected through this RFP will be required to prepare a Strategic Plan that addresses strategic planning principles on a College-wide basis.

## **Pierpont's Education Master Plan**

The development of Pierpont's' Education Master Plan will require the Consultant selected to form distinct efforts to engage and participate in a variety of tasks and activities with College leadership, including shared governance leaders, administrators, faculty, classified professionals, students, community leaders, and business and industry groups. At the College, the leadership will lead the Educational Master Plan efforts, directing the efforts of the consultant team, resulting in plans that are a product of the College community and shared governance structure. In order to achieve legitimacy, each plan will be crafted, drawing from and relying upon the larger College community and the shared governance structure. Therefore, it is critical that the Consultant see their role in assisting an authentic process that reflects the College community, works closely at the direction of senior leadership, garners broad input and feedback, contributes in formatting and editing for consistency across the two diverse plans, and crafts communications to report progress to the College community.

### **A. Pierpont's Education Master Plan Scope:**

The Consultant shall take direction from the College to set the role expected to prepare a draft and a final document that will include, but not be limited to, the following elements:

- Executive Summary
- Background
  1. Education master planning process
    1. Timelines
    2. Step by step process
  2. State rules and guidelines
  3. College-wide background, including mission, vision, and values;
  4. Description of the College:
  5. Mission, Vision, Values
    1. Description of the College identity and history;
    2. Opportunities and challenges
    3. Programs
    4. Neighboring Colleges and Universities
- Trends, in consultation with College Institutional Researchers, addressing: the 13 county service areas, State, national, and global
  1. Population and demographics
  2. Local high school data and trends
  3. Employment rates
  4. Economic conditions
  5. Household income and educational attainment
  6. Economic development potential
- Analysis of instructional programs and services for the College
  1. Program description
  2. Program review
  3. Future development and implications (e.g., significant impact on expenses)
  4. Role of technology
  5. Projected Weekly Student Contact Hours (WSCH)
    - a. Lecture Space
    - b. Laboratory Space

6. Facility Assigned Square Feet (ASF) Requirement-Allocation (ASF) = weekly scheduled contact hours (WSCH)\* x space factor x 1.1
- Trends in enrollment management, productivity, hiring, and student demographics
    1. Demographic Data
    2. Concurrent Enrollment
    3. Past Trends
    4. Adult Population Projections
    5. Persistence Rates
    6. Feeder schools
    7. Projected enrollments, including special populations, e.g., international, veterans
  - Analysis of Growth and Opportunity
    1. Departments and services - capacity
    2. Departments and services - projection
  - Detailed assessment
    1. College strengths, including an assessment of resources: human, technology, facilities, fiscal, and other
    2. Linkages between ASF and Facilities Master Plan
      - 1) Converting WSCH to ASF
      - 2) Midterm and long-term information
      - 3) Emphasis and prioritization on programming from the Facilities Master Plan already underway and integration with the EMP and CSP.

**Pierpont Strategic Plan**

The development of the Strategic Plan will require the Consultant selected to engage and participate in a variety of tasks and activities with Pierpont senior leadership, College administrative staff, participatory governance leaders, students, community groups (external stakeholders), elected leaders, and other consultants retained by the College for development of the deliverables. Essential requirements for completing the Strategic Plan include:

- Concurrent, parallel development, and completion of the College Educational Master Plans. In some sections requested in the College Strategic Plan, it will make sense to first capture/document collaborative discussion at the College
- Leading and managing Strategic Plan discussions and decision-making processes.
- Balancing stakeholder objectives, educational objectives with facilities, support, and personnel resources
- Recognizing and maintaining the unique characteristics of the College while establishing cohesive and consistent College-wide policies and objectives
- Recommending an effective methodology to measure implementation of the Strategic Plan and continued assessment with an annual report to the Board of Governors

**A. Strategic Plan Scope:**

The Consultant selected through this RFP will be required to identify College-wide strategic objectives and policies which address the following scope:

- **Key role and mission**
- **Communities served**
- **Demographic and Trends Summary, as mentioned in the above section**
- **Student success and access**
  1. Existing demographics; composition



2. Underserved student populations
3. Accreditation
  - a. Standards Compliance
  - b. Maintaining Accreditation
  - c. Ensuring Best Practices for ongoing Accreditation
4. Faculty
  - a. Standards
  - b. Resources
5. Student learning and achievement
  - a. All students
  - b. Equity populations
6. Student Support
  - a. Academic success
  - b. Counseling, educational planning, mental health, career, etc
  - c. Economically disadvantaged students
  - d. Equity identified student populations, including veterans
  - e. Student engagement assessments
- **Essential community and partners**
  1. Engaging Community Stakeholders/Groups
    - a. K-12 Schools
    - b. City/County ventures
    - c. Regional Workforce Development, industry partnerships, and anti-poverty groups
    - d. Higher Education ventures
    - e. Neighboring Community Colleges
  2. Fundraising and Revenue Generation
    - a. Foundation
    - b. Branding; Intellectual Property
    - c. Public/Private Ventures
- **Innovation and collaboration opportunities**
- **Regional offerings**
  1. Opportunities for apprenticeship, employer partnerships, skills-builders
- **Programs of distinction**

State and national recognitions

  1. Exemplary practices amongst community colleges and universities
  2. Opportunities for promotion, marketing
  3. Student Equity achievement and support
  4. Targeted programs; workforce education, special populations
  5. Leverage points to connect with untapped student populations more deeply
  6. Collaboration between Colleges and Universities
- **Untapped resources to sustain and advance objectives**
  - a. Education Needs/Expectations Assessments
  - b. Community/Business Partnerships
- **Innovation and collaboration opportunities**
  1. Board of Governors
    - a. Effective management, direction, and delegation
    - b. College collaboration and consistency
    - c. Community relations

- d. Collaborative leadership
- e. Role of the Board member
- 2. Budget Development
  - a. College-wide resource allocation
  - b. College budget development
  - c. Contingency management
  - d. Student-Centered Funding Impact
- 3. Accountability
  - a. College accountability to the community
  - b. College accountability to State
- 4. Human Resources
  - a. Professional development
  - b. Employment practices (hiring, promotion, termination)
  - c. Internal communications
- 5. Technology
  - a. Existing capacity
  - b. Needs assessments
  - c. Continuous evaluation processes
- **Indicators of fiscal sustainability**
  - 1. Pierpont context within the West Virginia Council for Community and Technical Education
  - 2. Financial Conditions Assessments
  - 3. Assets and Resources Management
- **Goals, strategic directions, and performance measures**

#### 4) **SUBMITTAL FORMAT AND SELECTION CRITERIA**

**Qualifications:** Prospective Consultant should assemble a planning team that has the following qualifications:

- a) Outstanding credentials in working in higher education master planning, long-range planning, and public sector accountability.
- b) Community college and/or community college experience.
- c) Public involvement and communications expertise.

The highest consideration will be given to consultants with demonstrated understanding and experience in master planning and long-range educational planning, evidence-based analytical methodologies, familiarity with West Virginia community colleges, and responsiveness to the needs of the College.

**Proposal Format:** The Consultant's proposal should be concise and contain the following sections in the order shown.

- a. **Introduction** – Describe the philosophy of consultant/firm and areas in which consultant/firm excels. Please describe what is unique about the consultant/firm as it relates to this specific Project.
- b. **Approach** – It will be the responsibility of the selected Consultant to prepare the final, comprehensive Education Master and Strategic Plan documents. The Consultant will be accountable to and work closely with Pierpont's Executive Cabinet to ensure accurate, timely,

and sufficient information to complete the overall Master Planning process.

In this section, please describe the specific techniques to be deployed. Outline anticipated work plan and schedule to manage and conduct the planning process, keeping the Project on a schedule specified in this RFP. Describe how you will engage teams to work with the College. Be sure to address approaches to engage internal and external stakeholders.

The proposal should specifically address how the consultant/firm would balance the reality of deadlines with embedded participatory governance and deliberative process expectations. Each consultant/firm should be prepared to illustrate examples of relevant data and how they plan to use this data to direct the future growth of PCTC.

- c. **Statement of Qualifications/Team Description and Relevant Professional Experience** – Provide names and the educational and professional backgrounds of team members, including sub-consultants, if applicable. Describe the experience of each team member to the College's strategic and education planning and the proposed role for each team member.
- d. **Project Experience** – List projects in chronological order (most recent first) in which team members were involved. Indicate whether the Project was done by the firm or by a team member and where employed at the time.
- e. **Client Relationships and References** – Provide names, addresses, telephone numbers, and email addresses of at least four clients who can evaluate closely related work completed by the consultant/firm in the past five years. Preferably, at least 50% of references listed will include clients who engaged consultant/firm's services to prepare a master or long-range educational plan and/or strategic plan.
- f. **Work sample** – Include in an appendix hyperlinks to closely related work products. Preferably, provide master or long-range educational plans completed in the past five years.
- g. **Fee Proposal** – Provide a comprehensive fee proposal with supporting details using the form provided herein. Estimates should be provided for all-inclusive expenses, time and work effort required, hourly billing rates, and any estimated reimbursable expenses (e.g., printing and copying expenses) that are not covered by fees.

## 5) SUBMISSION OF PROPOSAL

Interested consultants should submit two (2) copies of their bound proposal, including one clearly marked original document with original signatures and one (1) USB flash drive with a full proposal and sample work product/s to PCTC by the due date and time stated herein.

Proposals should be clearly labeled "**RFP No. 06-20-21, Pierpont Educational Master and Strategic Plan**" and delivered to PCTC in the following manner.

Delivery via U.S. Mail or service such as UPS, FedEx, etc., or personal delivery

**Pierpont Community & Technical College  
500 Galliher Drive, Room 200L, Fairmont, WV 26554**

**Attn: David Williams**

[dwilliams29@pierpont.edu](mailto:dwilliams29@pierpont.edu)

**ALL PROPOSALS MUST BE RECEIVED BY NO LATER THAN: Wednesday, September, 2021, by 4:00 pm.** No oral, telegraphic, electronic, facsimile or telephone statements will be considered. Any Proposals received after 4:00 pm, September 22, 2021, will not be considered and will be returned unopened.

All submittals become the property of Pierpont Community & Technical College.

**6) SELECTION PROCESS**

A technical screening committee comprised of Pierpont stakeholders will initially evaluate and score all submissions according to the scoring criteria of:

RFP Price-	30	Points
Plan and Approach –	35	Points
Qualifications and Experience –	20	Points
References and Work Samples –	15	Points
		<b>Total – 100 Points</b>

A further review may follow this screening to elicit broader PCTC internal stakeholder input. Based on evaluations and reviews, high-scoring proposers will be invited for an interview. Interview detail and requirements will be provided to selected proposers before the interviews. Team members giving the presentation shall consist of those directly involved with the College and serve as senior lead for the consulting work. Upon completion of the interviews, fee proposals will be evaluated.

PCTC has the sole authority to select the final consultant/firm and reserves the right to reject any submittals or any portion thereof. At its sole discretion, the College further reserves the right to negotiate any and all cost factors and/or aspects regarding the scope of work.

**Schedule for Consultant/Firm Selection:**

Announcement of RFP	August 18, 2021
Written Questions and Answered Questions	September 1 , 2021 by 4:00
Proposals Due	September 22, 2021
Interviews	October 5, 2021 (tentative)
Anticipated Selection Date	October 8, 2021
Board of Trustees Approved Contract	TBD
Project work Commences	October 2021

**7. INSTRUCTIONS FOR PROPOSERS**

- A. SECURING DOCUMENTS:** Request for Proposal and other contract document forms will be available without charge and may be secured by prospective proposers by downloading the document (Adobe Reader required) from the Colleges website at [Bidding Opportunity](#).
- B. PROPOSAL:** Proposal to receive consideration shall be made in accordance with the following instructions:
  - a. Proposal shall be made upon the form obtained at the website referenced above and properly executed. Proposal is to be verified before submission as it cannot be

corrected after the proposal is opened.

- b. Before submitting a proposal, proposers shall carefully review the directions and forms. They shall fully inform themselves of all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the contract. No allowance will be made because of a lack of such examination or knowledge.
  - c. The decision as to the acceptability of services or items rests solely with the College. The Proposer shall submit complete information on the services stated in the proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the College's attention prior to the opening date set forth herein.
  - d. Proposal shall be delivered to the College, at the office indicated, on or before the day and hour set for the opening of proposals. The proposal shall be enclosed in a sealed envelope bearing the description of the proposal call and the Proposer's name. The Proposer's responsibility is to ensure their proposal is delivered at the proper time and the proper place. Any proposals received after the scheduled closing time for receipt of the proposal shall be returned to the Proposer unopened.
  - e. The College reserves the right, at any time, to abandon or terminate its efforts to contract for said services without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned. The College further reserves the right to waive any irregularities or informalities regarding the proposal or the proposal process and negotiate with the successful Proposer, as the Contractor, on any point that may best serve the College with respect to cost or value the service to the Pierpont.
- C. PRICES AND/OR FEES:** All proposal prices and/or fees shall include a detailed narrative for each item specified and shall be recorded in the proposal format provided herein. Proposed fees shall be firm for the Project's duration and include all of the Proposer's costs, taxes, fees, expenses, overhead, and profit. It is understood and agreed that said fee is a maximum fee and is subject to a corresponding reduction in the event the actual cost of performing the studies and surveys proves to be less than is estimated at the time of entering into this contract.
- D. QUESTIONS FROM PROPOSERS:** Questions are to be submitted by email to David Williams at [dwilliams29@pierpont.eedu](mailto:dwilliams29@pierpont.eedu) on or before 4:00 pm, September 1, 2021. Pierpont Community & Technical College shall not be obligated to answer any questions received after this deadline or submitted in a manner other than as instructed above. Proposers are instructed not to contact College personnel in any other manner concerning this RFP. At Pierpont's sole discretion, unauthorized contact may be grounds for disqualification of a proposer. Written responses from the College will be posted on the website as addenda at [Bidding Opportunity](#).
- E. ADDENDA:** If it becomes necessary for Pierpont to revise any part of this RFP or provide clarification or additional information after the proposal documents are released, written

addenda will be posted on the website at [Bidding Opportunity](#). Any addenda issued by Pierpont during issuance to the Proposer shall be covered in the proposal and made a part of the contract.

- F. WITHDRAWAL OF PROPOSALS:** Any proposer may withdraw its proposal, either personally or by a written request, at any time before the scheduled time for the opening of proposals, but not after.
- G. AWARD OR REJECTION OF PROPOSALS:** The Contract will be awarded to the Proposer based on selection criteria outlined in this RFP. However, the Governing Board of Pierpont Community & Technical College shall reserve the right to reject any/or all proposals, accept or reject any one or more items of a proposal, and waive any informality or irregularity in the proposals or the bidding. The College further reserves the right to negotiate with the successful Proposer, as an independent contractor, in order to ensure the best value and highest service level for the College.
- H. WITHDRAWAL OF PROPOSALS AFTER OPENING:** No proposer may withdraw their proposal for a period of ninety (90) days after the date set for the opening thereof.
- I. PROFESSIONAL SERVICES AGREEMENT:** The Professional Services Agreement (PSA) resulting from this Request for Proposals (RFP) shall consist of the following documents: Request for Proposals, Instructions for Proposers, the Accepted Proposal, the Scope of Work, Terms and Conditions of PSA, Non-Collusion Affidavit, Drug-Free Workplace Certification, Workers' Compensation Insurance, and all modifications thereof duly incorporated therein, and the Purchase Order, if applicable. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the document is to include all labor, materials, equipment, and transportation necessary for the proper delivery of all services called for in the Agreement. Upon submittal of the proposal, the Proposer is accepting all terms and conditions of PSA (Exhibit C).
- J. INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the scope of work or other proposed contract documents or finds discrepancies in or omissions from the specifications, they are instructed to contact David Williams at [dwilliams29@pierpont.edu](mailto:dwilliams29@pierpont.edu) to request an interpretation or correction thereof. The College may require that such request is in writing, in which case the person submitting the request will be responsible for its prompt delivery. Addendum duly issued by the College will make any interpretation or correction of the proposed documents, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The College will not be responsible for any other explanation or interpretation of the proposed documents.
- K. PROPOSERS INTERESTED IN SUBMITTING MORE THAN ONE PROPOSAL:** No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation submitting a sub-proposal to a proposer or quoted prices on materials to a

proposer is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

- L. ASSIGNMENT OF CONTRACT:** No assignment by the Proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received by the Contractor, will be recognized by the College unless such assignment has had the prior written approval of the College and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
- M. PERMITS AND LICENSES:** The Proposer and all of the Proposer's employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials articles or services listed herein. All operations and materials shall be in accordance with all applicable federal, state, county, and local requirements.
- N. NON-COLLUSION AFFIDAVIT:** No person, firm, corporation, or other entity shall submit or have interested in more than one bid proposal for the same work; provided, however, that a person, firm, or corporation that has submitted a sub-proposal to a bidder or who has quoted prices for materials to a bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other bidders or submitting a bid proposal for the proposed work to the College. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the bidder (Exhibit D).
- O. WORKERS' COMPENSATION INSURANCE:** The Proposer shall provide evidence that it has obtained Workers Compensation coverage as required by law and shall be required to maintain such coverage during the time services are being rendered
- P. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- Q. INSURANCE, PERMITS, AND LICENSES:** The Proposer shall obtain, in such form and with such carriers acceptable to the College, and keep in force at its sole expense during the term of this contract and any extensions, insurance adequate to protect the Proposer from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), loss of property and damage to property which may arise as a consequence of this contract. All policies, with the exception of Workers' Compensation, shall name the College, its officers, directors, agents, and employees as additionally insured, with respect to the Proposer's acts or omissions under this

Agreement, and shall contain a covenant requiring thirty (30) days prior written notice to the College before cancellation, reduction, or any other modification of coverage. These policies shall be primary and non-contributory with any College insurance and shall contain a severability of interest clause in respect to cross liability, protecting each named insured as though a separate policy had been issued to each. Certification of the above policies shall be furnished to the College upon execution of this Agreement. The failure to provide such evidence may be considered a default by the Proposer. The Proposer and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of goods or services covered under this contract. All operations and materials shall be in accordance with the law. The Proposer shall maintain current insurance documents, for all of the above coverage, on file at the College during the term of any contract with the College, including, but not limited to:

- Certificate of Insurance limits of no less than \$1,000,000 combined single limit general liability coverage, automobile liability coverage, professional liability coverage, and contractual liability coverage, naming Pierpont Community & Technical College as an additional insured and copies of the endorsements to the policies naming the College as an additional Proof of workers' compensation coverage.
- R. QUALITY OF WORK:** The Proposer shall be responsible for the performance of all work as specified in this proposal. The Proposer shall guarantee work meets or exceeds the specifications set forth herein and in the Request for Proposals documents.
- S. PROPOSER'S EMPLOYEES:** The Proposer shall not employ on this Project any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under the contract. Should the College, in its sole discretion deem anyone employed on this Project to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from work under this order, and he/she shall not again, without prior written permission of the College, be assigned to work under this contract.
- T. EXTRA WORK AND SERVICES:** If circumstances disclosed by this study indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Proposer shall at once notify Pierpont in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. If the College authorizes and approves the performance of such extra work and services, it shall notify the Proposer in writing. No claims of the Proposer for extra work or services shall be allowed before such extra work and services are agreed upon and undertaken.
- U. SCHEDULE:** The College shall schedule and coordinate the Proposer's work and the work of others, and the Proposer agrees to comply strictly with such scheduling and coordination. The final version of the project schedule shall be finalized upon mutual Agreement between the College and the Proposer.
- V. COMMENCEMENT OF WORK:** Upon awarding this contract, Pierpont shall provide



written notification to the Contractor through an Authorization to Proceed Letter, accompanied by Pierpont's purchase order document. No work shall commence until such written authorization has been duly executed.

**W. COMPLETION AND DELIVERY OF REPORT:** The Proposer shall complete the deliverables as agreed upon and present the completed report to the President by no later than the mutually agreeable date as established by the parties after notification of award of the contract.

**X. PAYMENT:** Payment terms shall be "Net 30" from the date of acceptance of work or services or the date of receipt of the invoice, whichever is later. All invoices shall be sent to Pierpont address and marked Attention: Accounts Payable: 500 Galliher Drive, Room 200L, Fairmont, WV 26554.

**AA. TERMINATION:** The College hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, the Proposer shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the College, and the Proposer shall expressly waive any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Governors fails to appropriate or allocate funds for further payment under this contract, the College will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**BB. DEFAULT BY CONTRACTOR:** The College shall hold the proposer responsible for any damage which may be sustained because of the failure or neglect of the proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the proposer's delivery requirement. If the proposer fails or neglects to furnish or deliver any of the materials, supplies, or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the contract, Pierpont may, upon written notice to the proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies, or services elsewhere without notice to the proposer.

**CC. INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of this contract, the proposer is deemed to be an independent contractor and is not an officer, employee, or agent of Pierpont. Proposer shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Proposer shall hold harmless Pierpont and shall provide Pierpont and its agents with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

## 8. PROPOSAL FORM

TO: PIERPONT COMMUNITY & TECHNICAL COLLEGE, acting by and through its Governing Board herein called "PIERPONT":

1. Pursuant to and in compliance with your Request for Proposal and the other documents relating thereto, the undersigned proposer, having familiarized him/herself with the terms of the Agreement, the Scope of Work, and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the plans and specifications and other contract documents, including Addenda Nos., on file at the Procurement Office, Contracts Office of said Pierpont for the sums set forth herein:
2. It is understood that Pierpont reserves the right to reject this Proposal in whole or in part; to waive informalities in the proposals or in the bidding, and that this proposal shall remain open and not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of this Proposal.
3. It is understood that the successful proposer will be required to deliver ALL ITEMS AS SO STIPULATED IN THE TERMS AND CONDITIONS OF THEIR PROPOSAL DOCUMENT AND WITHIN THE DELIVERY TIME STATED.
4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned, within ninety (90) days after the opening of the proposal, or at any time thereafter before this proposal is withdrawn; the undersigned agrees that he/she will execute and deliver to the COLLEGE a contract in the form attached hereto in accordance with the proposal as accepted, all within five (5) days after receipt of notification of award, and that performance of the contract shall commence immediately by the undersigned proposer, upon due execution and delivery to the College of the contract; and shall be completed by the Contractor in the time specified in said contract documents.
5. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

Proper Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent Signature Date

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## 9. PROJECT FEES

- A. **Billable Hours:** Please indicate the name and role of each team member to be assigned to this Project, along with the hourly billable rate and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to the issuance of any agreement. For example:

Team Member & Role	Assigned Team	Hourly Billable Rate	Est. Project Hours	Extended Cost
		\$		\$

- B. **Billable Costs:** Please indicate your billable costs for the following project functions. If these costs are included in your billable rates above, please mark "included."

Travel:      Transportation \_\_\_\_\_  
                  Mileage \_\_\_\_\_  
                  Lodging \_\_\_\_\_  
                  Subsistence \_\_\_\_\_  
                  Other \_\_\_\_\_

Travel:      Communication: \_\_\_\_\_  
                  Phone/Fax \_\_\_\_\_  
                  Mail/UPS \_\_\_\_\_  
                  Express/Delivery Services \_\_\_\_\_  
                  Other \_\_\_\_\_

Production: CAD/Plotting \_\_\_\_\_  
                  Shipping \_\_\_\_\_  
                  Copy/Printing \_\_\_\_\_  
                  Equipment Rental \_\_\_\_\_  
                  Subcontracted Services \_\_\_\_\_  
                  Agency Review \_\_\_\_\_  
                  Other \_\_\_\_\_

- C. **Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursable and their respective unit costs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOTAL ESTIMATED PROJECT FEE:** \$ \_\_\_\_\_  
 (includes all billable hours and costs referenced above in Sections A, B & C)

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this (insert *month date, year*), in the City of Fairmont, County of Marion, State of West Virginia, by and between Pierpont Community & Technical College (hereinafter referred to as "PIERPONT/COLLEGE") and (insert here *Consultant's Firm Name*) (hereinafter referred to as "CONSULTANT") having its principal place of business at (insert here *Consultant's Address*).

### WITNESSETH:

WHEREAS, PIERPONT desires to engage CONSULTANT to perform certain of the professional services, related to assisting in the development of an educational master plan and an operational strategic plan; and

WHEREAS, CONSULTANT represents that it is fully qualified and willing to perform the services required hereunder, professional services for Pierpont's Educational Master and Strategic Plan.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

#### I. STATEMENT OF WORK

CONSULTANT hereby agrees to perform the tasks and services set forth in Exhibit "A," entitled "Statement of Services," attached hereto and made a part hereof, in accordance with the terms and conditions, sequence, time, and manner expressed herein, which is attached and made part of this Agreement.

#### II. COMPENSATION

For and in consideration of the services performed by CONSULTANT hereunder, Pierpont agrees to pay CONSULTANT the sums set forth under Exhibit "B" entitled, Compensation and Payment, attached hereto and made a part hereof.

#### III. TERMS AND CONDITIONS

CONSULTANT agrees to be bound by the General Provisions for Professional Services Agreement identified as Exhibit "C," also attached hereto and made a part hereof.

A. Conflict of Interest: In accordance with the laws of the State of West Virginia, Pierpont has determined that firms participating in the Educational Master and Strategic Planning process will have a future conflict of interest for work with Pierpont. Examples of future work include but are not limited to; Architecture / Engineering services; 5 year Capital Outlay Planning; and Instructional Programming.

#### IV. TERM

The Term of the Agreement shall commence as of the date set forth above and shall expire upon the Consultant's completion of the services set forth herein. The foregoing notwithstanding, the Consultant shall complete the services hereunder in a prompt manner; if Pierpont establishes a schedule for the Consultant's completion of the services under this Agreement or portions thereof, the Consultant's completion of services under this Agreement shall comply with such schedule. The Consultant shall be liable to Pierpont for the consequences of the Consultant's failure to complete the services under this Agreement in a prompt manner or for failure to comply with Pierpont's established schedule to complete the

services or portions thereof.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first written above.

**Pierpont Community & Technical College**

**Insert CONSULTANT  
FIRM'S NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Mr. Dale Bradley

Date

Print Name: \_\_\_\_\_

Vice President of Administration and Chief Financial  
Officer

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**STATEMENT OF SERVICES**

1. CONSULTANT represents that it has the expertise, experience, personnel, and resources to perform the desired services. The CONSULTANT further represents that CONSULTANT and all personnel engaged to provide/perform services hereunder are and shall remain fully qualified and authorized, permitted and/or licensed under applicable law or regulations to perform such services. None of the work or services shall be subcontracted without the prior written approval of PIERPONT.
2. CONSULTANT will perform or cause to be performed those services described below in accordance with all laws, regulations, and applicable codes and with the provisions of this agreement. CONSULTANT shall use its best efforts to conduct the services in an expeditious and timely manner. All services hereunder shall be provided/performed in accordance with the standard of care for consultants providing/performing similar services.
3. A written definition of the Services to be performed by the CONSULTANT is set forth below:
4. To provide the final comprehensive Colleges' Educational Master and Strategic Planning document in accordance with RFP No. 06-20-21, attached herein.
5. All work to be performed using Word, PDF or HTML format.
6. No other terms and conditions shall apply other than as specified in Exhibit "C", Section 17, "Extent of Agreement."

**End of Page**

**EXHIBIT "B"**  
**COMPENSATION AND PAYMENT**

1. For and in consideration of the performance and completion of the services hereunder, PIERPONT agrees to pay CONSULTANT as follows:

TOTAL LUMP SUM FEE ..... \$

2. Once each month, CONSULTANT shall submit an invoice for services rendered during the previous calendar month. CONSULTANT invoice is to include the College Purchase Order number, which Pierpont will provide. Fees are to be invoiced on a monthly, single invoice.
3. Within thirty (30) days, PIERPONT shall promptly pay CONSULTANT the amount due. If the consultant fails to timely and fully perform material obligations of the Consultant hereunder, notwithstanding any provision of the Agreement to the contrary, the COLLEGE may withhold from any amount due the CONSULTANT, with the withheld amounts being disbursed to the CONSULTANT after the CONSULTANT has fully cured such failure to perform, less costs, expenses, losses or damages sustained by the COLLEGE as a result of such failure to perform.
4. CONSULTANT shall not perform any additional service or incur any additional expense in the performance of this Agreement without the prior written approval of PIERPONT.
5. PIERPONT shall not be responsible for payment or reimbursement of monies for additional services performed without the prior written approval of PIERPONT.
6. Should a change of scope or additional services be required, payment for such services will be determined at the time of PIERPONT'S written approval, and such shall be amended to this Agreement.
7. PIERPONT will not be responsible for reimbursement for costs invoiced more than 90 days after the costs were incurred.

**End of Page**

**EXHIBIT "C"**  
**GENERAL PROVISIONS**  
**FOR**  
**PROFESSIONAL SERVICES AGREEMENT**

1. Responsibility

CONSULTANT shall be solely responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, calculations, data, reports or other Services to be provided hereunder, and shall, without any additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof, provided that the CONSULTANT'S obligation to correct or revise errors/discrepancies in the services provided is in addition to and not in lieu of the consultant's liability to the COLLEGE for losses, costs, expenses or damages sustained by the COLLEGE as a result of such errors/deficiencies. Neither a review, approval, or acceptance of, nor payment for, any of the Services required hereunder shall be construed as a waiver of any rights under this Agreement by PIERPONT or of any cause of action arising out of the performance of this Agreement and Subcontractor shall be liable for all damages caused by or arising out of CONSULTANT'S negligent performance of any Services provided or required hereunder.

2. Changes

PIERPONT may, upon ten (10) days written notice, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in Services, the time required to perform thereof, or the compensation thereof, this Agreement shall be modified accordingly in writing in order for such changes to be valid.

3. Termination

A. Performance of the work and Services hereunder may be terminated by PIERPONT at any time, in whole or in part:

- (1) Whenever CONSULTANT shall default in its obligations hereunder or fails to make progress in the prosecution of the work or Services; or
- (2) For the convenience of PIERPONT.

B. Termination shall be effected by delivery to CONSULTANT of the Notice of Termination, specifying whether said termination is for default of CONSULTANT or for the convenience of PIERPONT, the extent to which performance of the work and Services is terminated; and the date upon which said termination is to become effective. If, after Notice of Termination for default, it is determined that CONSULTANT was not in default, or that CONSULTANT's failure to fulfill its obligations was due to causes beyond its control, and without its fault or negligence, the Notice of Termination shall be deemed to have been issued for the convenience of PIERPONT.

C. Following receipt of Notice of Termination, CONSULTANT shall discontinue performance on the date and to the extent specified therein, and deliver to



PIERPONT the completed or partially completed plans, information, data, reports, estimates, summaries, materials, or other documents which, if performance had been completed, would be furnished to PIERPONT. CONSULTANT shall continue performance of such part of the work and services which are not terminated by the Notice of Termination. CONSULTANT shall prepare and submit a termination claim for services satisfactorily performed, which shall include costs and expenses, reimbursable in accordance with the Terms of this Agreement, not previously paid to CONSULTANT, incurred prior to the effective date specified in the Notice of Termination, and PIERPONT may agree upon the whole or any part of the amount(s) claimed by CONSULTANT on account of the termination or partial termination.

D. In the event of termination for default, PIERPONT shall be entitled to complete the work and Services hereunder or engage others to do so, and in addition to whatever remedies it may have at law if the expense of completing said work and Services are greater than the amount CONSULTANT was to receive as compensation, therefore, PIERPONT shall be entitled to recover the difference from CONSULTANT.

4. Confidentiality

CONSULTANT hereby agrees that all information provided by PIERPONT relating to the Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of PIERPONT, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Agreement.

5. Ownership and Reuse of Documents

All non-proprietary data, information, reports, drawings, renderings, or other documents or materials prepared by CONSULTANT hereunder shall become the property of PIERPONT whether or not the work covered thereby is executed; provided that CONSULTANT may at the CONSULTANT'S cost and expense reproduce such items to retain as a record copy for its files.

6. Relationship

The legal relationship of CONSULTANT to PIERPONT hereunder shall be that of an independent Contractor and not that of an agent, employee, or joint venture.

7. Examination of Records

If the Services performed by CONSULTANT hereunder are in support of any government contract or program, or under a cost-reimbursable type agreement, or for any authorized additional service or reimbursable expense, Subcontractor shall until the expiration of five (5) years after final payment hereunder, maintain such books and records under generally recognized accounting methods and permit inspection by PIERPONT or any of its authorized representatives.

8. Compliance with Laws

CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Agreement, including, but not limited to, the laws of West Virginia, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Consultant must provide all necessary releases to obtain information to enable Pierpont to verify that the Consultant is licensed and in good standing with all regulating entities.

9. Insurance

Prior to commencing work, the CONSULTANT shall procure and maintain at CONSULTANT'S own cost and expense for the duration of this Agreement. The following insurance against claims which may arise from or in connection with the performance of the work or services hereunder by the CONSULTANT, its agents, representatives, employees, or sub-consultants.

A. Minimum Limits of Insurance.

CONSULTANT shall maintain limits of no less than:

(1) Commercial General Liability

One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be provided on an "occurrence" basis.

(2) Comprehensive Automobile Liability Insurance:

One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage. The following coverages shall be included:

- (a) Owned Automobiles
- (b) Hired Automobiles
- (c) Non-Owned Automobiles

(3) Professional Liability Errors and Omissions Insurance: With a limit of not less than One Million Dollars (\$1,000,000).

(4) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of West Virginia and Employer's Liability limits of One Million Dollars(\$1,000,000) per accident.

B. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by PIERPONT. At the option of PIERPONT, the insurer shall reduce or eliminate such deductibles (limited to general and automobile liability insurance only) or self-insured retentions with respect to the COLLEGE, its officials and employees, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

C. Other Insurance Provisions

(1) General Liability and Automobile Liability Coverage's Only:

(a)The COLLEGE, members of its boards and commissions, officers, and employees are to be covered as insureds as respects:liability arising out of activities performed by or on behalf of the CONSULTANT; premises owned, leased, or used by the CONSULTANT; and premises on which CONSULTANT is performing services on behalf of the COLLEGE. The coverage shall contain no special limitations on the scope of protection afforded to the COLLEGE, members of its boards and commissions, officers, and employees.

(b)The CONSULTANT'S insurance coverage shall be primary insurance as respects the COLLEGE, members of its boards and commissions, officers, and employees. Any insurance or self-insurance maintained by the COLLEGE, its officials, and employees shall be in excess of Consultant's insurance and shall not contribute with it.

(c)Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COLLEGE, members of its board of governors, officers, or employees.

(d)Coverage shall state that CONSULTANT'S insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

2) Workers' Compensation and Employer's Liability Coverage's:

The insurer shall agree to waive all rights of subrogation against the COLLEGE, members of its board of governors, officers, and employees for losses arising from work performed by COUSULTANT for the COLLEGE.

3) All Coverages.

(a)Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided,canceled, or reduced in coverage limits except after thirty (30) days prior written notice has been given to the COLLEGE.

(b) If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. At its sole option, PIERPONT may terminate this Agreement in accordance with Provision Number 14, Termination. Alternatively, PIERPONT may purchase such required insurance and may deduct that cost from sums owed to Consultant provided CONSULTANT does not obtain the insurance itself within five (5) days of receipt of the COLLEGE notice of intent.

a. CONSULTANT agrees to add designated agents of the COLLEGE as additional insured under the above policies as mutually agreed.

D. Acceptability of Insurers.

Insurance is to be placed with insurers rated A:6 or better by A.M. Best's rating service.

E. Verification of Coverage.

CONSULTANT shall furnish the COLLEGE with written evidence acceptable to the COLLEGE of insurance and minimum coverage amounts required by this

Agreement.

F. Subconsultants.

Prior to authorizing work by a Sub consultant to proceed, CONSULTANT shall provide to PIERPONT evidence acceptable to the COLLEGE of insurance demonstrating satisfactory compliance by each Sub consultant with the insurance requirements stated herein.

10. Indemnity.

To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless PIERPONT and its employees, officers, Board of Governors, agents, and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of persons; (ii) damage to property or: (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of CONSULTANT, its Design Consultants or the employees, agents and representatives of CONSULTANT or any of its Design Consultants in the performance of obligations or services or in providing work product under this Agreement. The foregoing shall include, without limitation, attorney fees and costs incurred by the college. The provisions hereof shall apply during the period of CONSULTANT'S performance under this Agreement and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility, or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

11. Remedies.

The rights and remedies set forth herein shall be in addition to any other remedies provided by law, and waiver by PIERPONT of any provision hereunder or a breach thereof by PIERPONT shall not be deemed a waiver of future compliance thereof, and such provision shall continue in full force and effect.

12. Severability.

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of any federal, state, or other government to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby and continue in full force.

13. Notices.

All notices required or permitted under this Agreement shall be considered as duly given to any party for all purposes hereof only if given in writing and hand-delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by electronic email; with confirming receipt; telex, or telegram, and also confirmed by registered mail, postage prepaid and return receipt requested, addressed as set forth below, or to such other address as may be designated by notice given as provided above. All notices shall be effective upon first receipt unless otherwise specified herein.

COLLEGE:

Pierpont Community & Technical College  
500 Galliher Dr. Suite 200L  
Fairmont, WV 26555  
Attention: David Williams

CONSULTANT:

Name of Firm  
Address  
Attention:  
Phone #:

14. Modification.

This Agreement may only be modified by a written amendment hereto, duly executed by both parties.

15. Successors and Assignment.

CONSULTANT binds itself, its successors, assigns, and legal representatives to PIERPONT with respect to all of the covenants of this Agreement and further agrees that it shall not sell, assign, transfer, mortgage, pledge or in any manner encumber its interests in this Agreement or in any proceeds from this Agreement without the prior written consent of PIERPONT. In the event that CONSULTANT violates the foregoing prohibition, or in the event that CONSULTANT without the prior written consent of PIERPONT, which consent shall not be unreasonably withheld, sells, assigns, transfers, mortgages, pledges or in any manner encumbers, except as security for credit agreements, all or substantially all of its corporate assets, or directly or indirectly undergoes a change in control of its ownership, PIERPONT shall be entitled, at its sole option:

- A. To require the CONSULTANT'S successor to continue to perform under this Agreement and to continue to satisfactorily fulfill CONSULTANT'S obligations under this Agreement; or
- B. To terminate this Agreement. In such case, CONSULTANT shall be responsible for any and all liabilities arising from such termination. In the event that PIERPONT replaces CONSULTANT with another consultant after such termination, CONSULTANT shall be responsible for any and all costs, expenses, and liabilities arising from such substitution. In any event, CONSULTANT shall remain liable for any and all work product or services provided by it prior to the termination.

This Agreement and the terms hereof are binding upon and inure to the benefit of the successors and assigns of both the COLLEGE and the CONSULTANT.

16. Disputes.

- A. Continuation of Consultant Services. Except in the event of the COLLEGE failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between PIERPONT and Consultant hereunder, Consultant and Pierpont shall each continue to perform their respective obligations hereunder; including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of

such disputes.

- B. Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the COLLEGE arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the COLLEGE or the Consultant commencing arbitration proceedings.
  - C. Binding Arbitration: Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof which are not resolved through the mandatory mediation procedures set forth above shall be resolved by binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a Demand for Arbitration, provided that the Parties may by mutual agreement modify such Rules or adopt other rules governing the conduct of arbitration proceedings.
  - D. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim; dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statutes of limitations.
  - E. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to the Agreement signed by the COLLEGE, CONSULTANT and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
  - F. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
17. Extent of Agreement.  
The Agreement and Exhibit A "Statement of Services," Exhibit B "Compensation and Payment," and Exhibit C," General Provisions for Professional Services Agreement,"

contain all of the promises, representations, and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written and may only be modified as hereinbefore provided.

18. Governing Laws.

Unless otherwise specified herein, this Agreement shall be governed by the law of the State of West Virginia, with proper venue located in Marion County West Virginia.

19. Professional Registration.

If the Consultant's Services under this Agreement involve the production of documents or drawings that require signing or sealing by a registered professional, CONSULTANT warrants that it has such qualified person assigned to this Project who is registered in the State(s) of West Virginia.

20. Time.

Time is of the essence in the performance and completion of the CONSULTANT'S obligations under the Agreement.

**END OF PAGE**

**Exhibit "D"**  
**NON-COLLUSION AFFIDAVIT**

STATE OF WEST VIRGINIA )  
COUNTY OF \_\_\_\_\_)

PROJECT: RFP No.: 06-20-21, PIERPONT'S EDUCATIONAL MASTER and STRATEGIC PLAN

I, \_\_\_\_\_ being first duly sworn, deposes and says that I am  
(Typed or Printed Name)  
the \_\_\_\_\_ of \_\_\_\_\_, the party  
(Title) (Bidder Name)  
Submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal,  
the undersigned declares, states, and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham bid or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_.  
(City, County, and State)

I declare under penalty of perjury under the laws of the State of West Virginia that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_) \_\_\_\_\_ (Area Code and Telephone Number)