

SUPREME COURT OF APPEALS OF WEST VIRGINIA

RFP 21-02

REQUEST FOR PROPOSALS

West Virginia Courts Learning Center Project



The Supreme Court of Appeals of West Virginia (“SCAWV”) seeks proposals from qualified vendors to provide professional design services for the design of a judicial learning center with interactive displays. The judicial learning center will be in the West Virginia State Capitol in Charleston, West Virginia. Vendors may submit a single-vendor proposal or a proposal from multiple vendors working together. The SCAWV reserves the right to accept the proposal based on criteria other than the lowest bid. Details are included in the following pages.

REQUEST FOR PROPOSALS ISSUED OCTOBER 8, 2021

PROPOSAL RESPONSES DUE NOVEMBER 17, 2021

**SUPREME COURT OF APPEALS OF WEST VIRGINIA (“SCAWV”)
REQUEST FOR PROPOSALS (“RFP”)**

**WEST VIRGINIA COURTS LEARNING CENTER PROJECT
Design Services Professional**

SCHEDULE OF SELECTION PROCESS

RFP Release Date:	October 8, 2021
Deadline for Vendor Questions:	November 3, 2021 Direct any communication or questions to RFP@courtswv.gov .
Proposal Due Date:	November 17, 2021
Award Date (projected):	December 15, 2021
Project Commencement Date:	Upon award and execution of the requisite contract.

SUBMISSION OF PROPOSALS

Prospective project awardees must submit complete proposal documents, including a completed Contractor Qualification Form, which is included as Attachment C, within the above-stated timeframe. Late submissions will not be accepted. The SCAWV reserves the right to alter specifications prior to the proposal due date by issuing an addendum to vendors. If necessary, the SCAWV will extend additional time to comply with the specifications.

Preferred Method of Submission:	Electronic with documents submitted in a Portable Document Format (PDF) to RFP@courtswv.gov . Vendors are required to provide a link to large file transfers.
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PROJECT OBJECTIVES

The finished product (hereinafter “Project Deliverable”) is intended to be an innovative and interactive environment for visitors to learn about the rule of law and the role of the judiciary as an independent branch of state government. The Project Deliverable must incorporate specified learning objectives such as the structure and operation of the court system in West Virginia, how the court system protects the rights and safety of all citizens, and the job responsibilities of individuals who work for the West Virginia Judiciary. The SCAWV anticipates that the Project Deliverable will be relied upon for a broad range of civic education and related projects and opportunities.

The primary target audience for the Project Deliverable is students ages 6-to-14, although there should be design components for high school students and adult visitors as well.

AWARD PROCESS

The SCAWV seeks a professional design firm with specific and demonstrated experience, knowledge, and expertise in the design and planning of interactive educational museum facilities. All interested vendors or partnering vendors shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants, and financial resources to carry out the work without delay or shortcomings.

Interested vendors should not attempt to contact any staff or officials within the state judicial system directly. Following the conclusion of the open question period, the SCAWV will share all questions and answers to any interested vendor. To request receipt of these questions and answers, or to be included on all future announcements and updates, please submit an email to RFP@courtswv.gov with the subject line "Design Services RFP 21-02 Distribution List."

The SCAWV will subject all proposals to thorough review based upon completeness, cost-effectiveness, knowledge base of responsible person(s), and projected quality of deliverables.

EVALUATION CRITERIA FOR SELECTION OF FINALISTS

The SCAWV may select multiple bidders from the RFP responses for further evaluation. The short list will be selected by evaluating the vendor's response covering criteria outlined within this RFP. Additional discovery may be performed to assist in selecting the short-listed vendors. SCAWV reserves the right to withhold notice of the selection of short-listed vendors. The SCAWV may also forego awarding a contract.

Proposals will be evaluated on the following criteria:

- a) Responsiveness to the RFP
- b) Experience, qualifications, and performance history of the vendor (and assigned individuals) with interactive educational museum projects or similar projects
- c) Satisfaction of previous clients
- d) Fee proposal

The submission must bear the seal of an architect registered to practice within West Virginia, pursuant to West Virginia Code and/or West Virginia Code of State Rules, and the solution submitted by the vendor or multiple vendors working together must encompass the complete scope of the Project Deliverable.

INTERVIEWS AND/OR SITE VISITS

Vendors may be asked to produce additional information and/or submit to an interview process. SCAWV will further evaluate vendor's solutions through an in-person or online meeting. Key personnel from short-listed vendors should be prepared to discuss their qualifications, portfolio, and experience with previous collaborative projects. Interviews will begin with an opportunity for vendors to present their

proposal and team. The short-listed vendors will be further evaluated based on the results of reference checks; additional discovery; and, at the option of SCAWV, organized visits to projects completed by short-listed vendors.

Please note that interviews/demonstrations for short-listed vendors may be conducted in November 2021. Specific days and times for each short-listed vendor will be determined later, but vendors should be prepared to conduct the on-site or virtual demonstrations during this timeframe.

FINAL SELECTION

The final selection of a successful proposal is subject to the recommendation of the selection committee and the SCAWV. The SCAWV will notify the responsible party of the successful proposal and post the results of the award process on its website, which shall serve as notice concerning the process to all those submitting proposals.

CONTRACT NEGOTIATIONS

Upon approval of the finalist, contract negotiations will be initiated. The final negotiated contract, along with the best and final offer, will be submitted to the Justices of the SCAWV for review and approval.

The person and/or entity submitting the successful proposal shall be required to enter into a contract with the SCAWV that complies with or incorporates the conditions as outlined in W. Va. Code § 5A-3-62. A blank State of West Virginia Addendum to Vendor's Standard Contractual Forms (WV-96) is included as Attachment D.

The contract will reference all details concerning payment, quality, and other relevant terms and conditions of the engagement, such as insurance coverage requirements. This is a work-for-hire project, meaning that the SCAWV owns all Project Deliverable in entirety. Work on the Project Deliverable shall not commence until the contract has been executed by the SCAWV and the vendor submitting the successful proposal.

SCOPE OF SERVICES

The SCAWV seeks proposals from qualified vendors or partnering vendors for the complete design of a judicial learning center ("Learning Center"). The Learning Center will be located within the East Wing of the West Virginia State Capitol Building in Charleston, West Virginia. Design services will include development of a design plan, design and fabrication of interactive displays, design of interior graphics, construction plans and specifications for bid, along with bid and construction coordination and support. The existing floor plan with overall room dimensions and labeled conceptual areas of interest are included as attachments. Please see the following attachments for additional information:

- **Attachment A** - Existing Floor Plan
- **Attachment B** - Draft Concept Design (recommendations for change are welcome)
- **Attachment C** - Contractor Qualification Form
- **Attachment D** - State of West Virginia Addendum to Vendor's Standard Contractual Forms (WV-96)

Vendors must have extensive experience with the Uniform Building Code and all applicable local, state, and federal regulations. Vendors must also have extensive experience in the design of interactive educational facilities and working with construction managers, contractors, and other related consultants.

The entity awarded the task of creating and submitting the Project Deliverable must follow the highest standards of interactive educational museum design, in accordance with industry standards. The project requires multifaceted skill in interactive educational museum design, including but not limited to the following:

▪ Overall project coordination
▪ A design consultant (or multi-consultant team with history of successful collaboration) who specializes in interactive educational museum design
▪ Concept design finalization
▪ Detailed drawings (including dimensioned and noted floor plans, reflected ceiling plans showing lighting and HVAC locations, floor plans, drawings identifying network and electrical locations, interior elevations, and other detail drawings/sections with notes)
▪ Interior graphic items (i.e., wall vinyl) design and coordination [if using a subcontractor]
▪ Detailed design of interactive displays and fabrication [or coordination of these items if using a subcontractor] including installation notes and specifications
▪ Specifications of specialized items such as props, toys, play tables, etc.
▪ Detailed design of any casework [and fabrication or coordination of fabrication if using a subcontractor] items (not included in interactive displays/kiosks identified above)
▪ Coordination with SCAWV team/committee, WV State Fire Marshal, ADA Coordinator, State Historic Preservation Office, Capitol Building Commission, general contractor (for infrastructure), and any other outside consultants and officials not identified
▪ Preparation of bid and construction documents and bidding process (for general contractor and subcontractors)
▪ Please see Attachment A for details (floor plan with dimensions of the existing space)

In determining and evaluating the best proposal, cost will not necessarily be the controlling factor but quality, efficiency, utility, delivery, suitability of the services offered, and the reputation of the vendor's services in general will also be considered with any other relevant factors. Vendor preference will not be a determining factor in selecting the successful proposal.

COMPENSATION AWARD DETAILS

Any specific funding requirements, such as an up-front deposit for cost of materials, should be included in the proposal.

Upon completion of the Project Deliverable, a team of SCAWV designees shall review the submitted finished product to ensure that it meets the project specifications. No aspect of the project will be considered complete until the SCAWV approves the Project Deliverable. The SCAWV will issue final payment no later than 60 days from the date the entity responsible for the successful proposal submits the Project Deliverable in finished form, along with the invoice for all work performed. If the selection committee and SCAWV do not consider the Project Deliverable to meet the standards of the Request for

Proposals and contract, the resolution processes detailed in the contract shall apply, and the SCAWV will tender payment only when the committee considers the Project Deliverable work product as acceptable. While the determination has an element of subjectivity, the Project Deliverable shall be judged against all the requirements of the RFP, budgetary compliance, and interactive educational museum quality standards.

PROPOSAL COMPONENTS AND PROJECT DELIVERABLE REQUIREMENTS

All proposals submitted in response to this RFP must be concise, well organized, and consecutively numbered on each page. They should also demonstrate the vendor’s qualifications by including the following information (using the following outline structure) for the submission to be deemed complete.

1. **Completed Contractor Qualification Form** (Attachment C)

2. **Table of Contents:** A table of contents of the material contained in the proposal.

3. **Narrative Discussion:** A narrative discussion as to why the entity responsible for the proposal is the best choice for the project, including a recitation of prior experience and qualifications in producing similar finished products and what will make the vendor a good fit for work for the SCAWV.

- a. Include resumes of key personnel who will be performing services for the SCAWV. Specifically, define the role of each person and outline their individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the project. Indicate availability to provide the services.
- b. Describe vendor’s approach to quality control/assurance procedures, including coordination of design disciplines.
- c. Discuss vendor’s ability to meet construction schedules for projects, vendor’s schedule management procedures, and how vendor has successfully handled potential delays both for the contract documents and for field changes.

4. **Portfolio of Work:** Identify interactive educational museums or similar projects completed by vendor in the past five years. Limit response to no more than the five MOST RECENT projects. Include the following information for each project:

- a. Name of project and location
- b. Photos of completed project
- c. Name of project architect (if not your firm)
- d. Scope of projects/description of services provided
- e. Contact person and telephone number for person overseeing the project
- f. Firm person in charge of each project
- g. Dollar value of each project (original construction budget and final construction cost)
- h. Litigation arising from past projects, if applicable

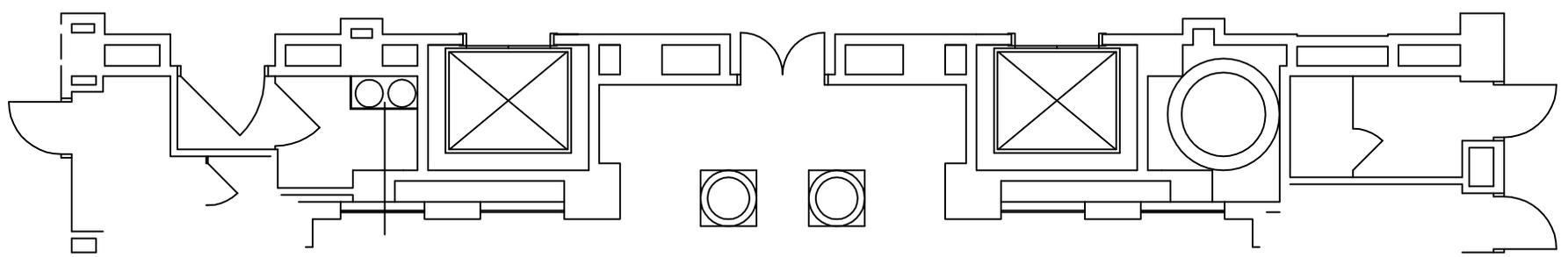
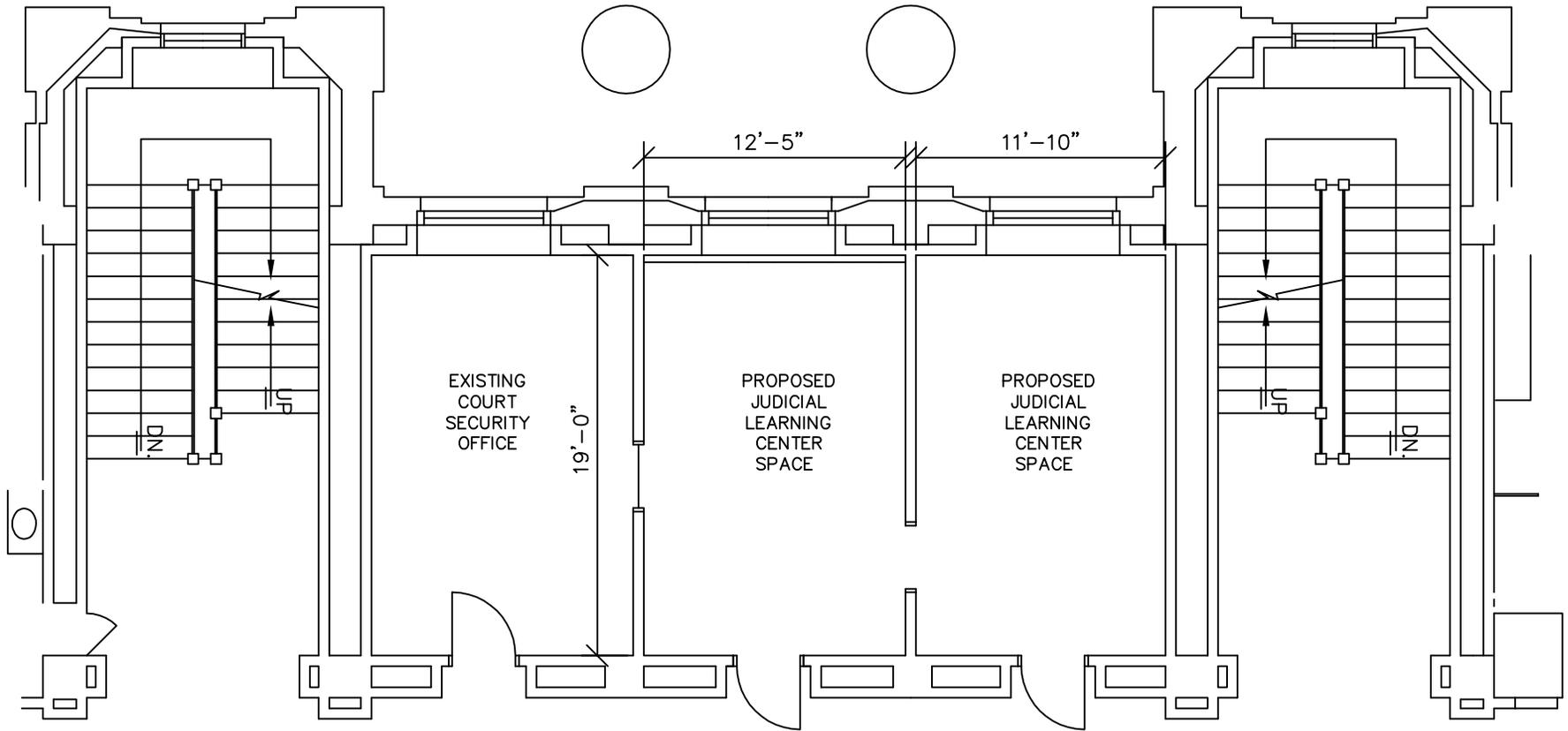
	i. Additional Information: This may include letters of reference or testimonials.
5.	<u>Step-by-Step Plan:</u> A step-by-step plan with corresponding timeframes for completion of the Project Deliverable.
6.	<p><u>Projected Budget:</u> A projected budget for completion of the Project Deliverable, including lump sum fees and a fee schedule for the types of services offered. Identify all fees, costs, or expenses for which vendor will be seeking compensation.</p> <p>If referencing basic services costs, include typical staffing expectations and variations that the SCAWV could expect for specific types of projects, if applicable.</p> <p>Please also provide detailed information on your billing practices (i.e., lump sum, percentage-based, other), including reimbursable cost categories and hourly billing rates by position for additional services.</p>
<p>The person and/or entity responsible for the successful proposal and submission of the Project Deliverable must represent that the SCAWV unequivocally owns the Project Deliverable in every respect and that the Project Deliverable does not violate the intellectual property rights of any third party. Other details concerning the engagement will be included in the contract governing the terms and conditions of the project.</p>	
<p><u>THE SUPREME COURT OF APPEALS OF WEST VIRGINIA</u></p>	
<p><u>Equal Opportunity Employer:</u> This RFP is undertaken on behalf of the SCAWV, a unified court system and the highest appellate court in the state. The SCAWV is committed to access to justice to all citizens of the State of West Virginia and is an affirmative action-equal employment opportunity employer.</p>	
<p><u>Contracting and Award:</u> The SCAWV reserves the right to contract with any entity responding to this RFP, to reject any proposal, and not to contract with any vendor for the services described herein. The SCAWV makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The SCAWV reserves the right to seek proposals from or to contract with any vendor not participating in this process. The SCAWV reserves the right to issue single or multiple contracts with one or more vendors. The SCAWV also reserves the right to accept the proposal that appears to be in the best interest of the SCAWV.</p>	
<p>Note: the successful vendor(s) must enter into a contract that complies with or incorporates W. Va. Code § 5A-3-62 and the terms and conditions in the State of West Virginia’s Addendum to Vendor’s Standard Contractual Forms (WV-96), included as Attachment D. Additionally, the final contract will include a copy of the vendor’s proposal, timeline, and designs. Proposals should include a statement indicating the vendor’s willingness/ability to accept the terms outlined in this RFP “as is,” including proposed insurance requirements and acknowledgement that the vendor’s proposal and responses will be included as part of the contract terms or detailing the reasons why they are not willing or able to do so.</p>	

The successful vendor shall not commence work under the terms and conditions of the contract until the vendor has received an executed copy of the contract from SCAWV.

By submitting a proposal, the vendor confirms the ability to acquire and maintain the required levels of insurance in accordance with industry standards and will produce documentation upon request.

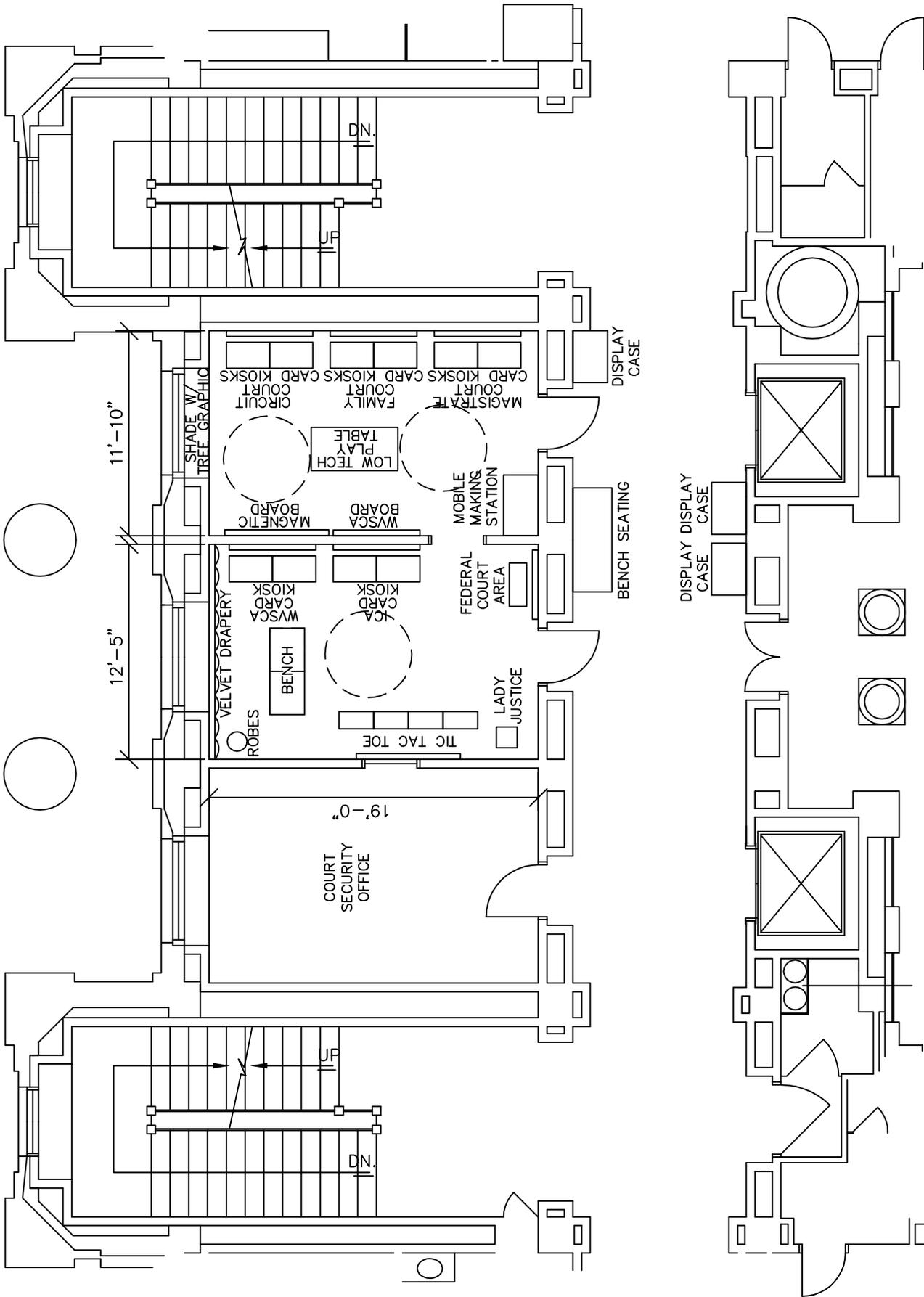
Costs: SCAWV shall in no event be responsible for the cost of preparing any proposal in response to this RFP. All costs for preparing and submitting proposals, including travel, software demonstrations, and labor in response to this RFP are the responsibility of the vendor and will not be chargeable in any manner to SCAWV.

Public Records: Proposals will become the property of SCAWV and subject to the West Virginia Freedom of Information Act, W. Va. Code § 29B-1-1, *et seq.* (the “Act”). The vendor shall label documents, or portions of documents, that it deems to contain confidential or trade secret information as “Confidential” or “Trade Secret” under the Act. The parties acknowledge that confidential information which falls under any recognized exemptions to the Act, or any federal or state freedom of information act request, shall be withheld accordingly, subject to any order from a court of competent jurisdiction. The SCAWV shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of SCAWV. A vendor that indiscriminately identifies all or most of its response as exempt from disclosure under the Act, without justification, may be deemed as nonresponsive to the requirements of the bid. In the event SCAWV is required to defend an action on a public records act request for withholding any of the contents of a response marked “Confidential” or “Trade Secret,” the vendor agrees, by submission of its bid, to defend and indemnify SCAWV from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Act or any other law.



SUPREME COURT OF APPEALS OF WEST VIRGINIA – LEARNING CENTER – EXISTING FLOOR PLAN
 SCALE: 1/8" = 1'-0"

ATTACHMENT 'A'



SUPREME COURT OF APPEALS OF WEST VIRGINIA – LEARNING CENTER – DRAFT CONCEPT DESIGN
SCALE: 1/8" = 1'-0"

Attachment C: Contractor Qualification Form

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

References - Following is a reference list of contracts that are similar to this project:

<u>NAME OF PROJECT/DATE</u>	<u>LOCATION</u>	<u>CONTACT</u>	<u>PHONE #</u>
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B. FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

Firm has the financial capability to undertake the work and assume the liability required if awarded this project.

Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this project. Pending litigations (if any) will not affect the firm’s ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

C. INSURABILITY STATEMENT

Please check appropriate item(s):

By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance in accordance with general industry standards. It is the understanding of this firm that proof of insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): Supreme Court of Appeals of West Virginia

Vendor: _____

Contract/Lease Number ("Contract"): _____

Commodity/Service: Design Services

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~struckthrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: Supreme Court of Appeals of WV

Vendor: _____

By: _____

By: _____

Printed Name: Joseph Armstrong

Printed Name: _____

Title: Administrative Director

Title: _____

Date: _____

Date: _____