

REQUEST FOR PROPOSAL
West Virginia Northern Community College
RFP #2023-02

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SECTION ONE: GENERAL INFORMATION AND INSTRUCTIONS

1. Purpose: West Virginia Northern Community College (hereinafter referred to as the “WVNCC”) is soliciting proposals pursuant to **West Virginia Code §5A-3-10b** to provide GOODS/SERVICES.
2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal (“RFP”). An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.
3. Schedule of Events:

Required Advertising.....	October 9 th , 2023
Vendor’s Written Questions Submission Deadline.....	October 27 th , 2023
All Written Questions Shall be Answered.....;	November 3 rd , 2023
Bid Opening Date.....	November 10 th , 2023

SECTION TWO: INSTRUCTIONS TO VENODRS SUBMITTING BIDS

Interested vendors should submit their proposal **no later than 12:00PM on November 10th, 2023.** Bids can be hand delivered, mailed, or e-mailed:

West Virginia Northern Community College
RFP NO. 2024-02 “WVNCC – Mobile Welding Center”
ATTN: Purchasing
Room 102
1704 Market Street
Wheeling, WV 26003
Purchasing@wvncc.edu

All proposals should be clearly marked “WVNCC – Mobile Welding Center”.

Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, WVNCC will not consider the proposal regardless of the reason for the late submission. WVNCC will keep copies of the proposals in accordance with their record retention policies.

Specifications and any questions can be directed in writing to Marianne Stackhouse by email at mstackhouse@wvncc.edu. The proposer’s question and WVNCC’s response will become public record. Deadline for submitting questions is **October 27, 2023**. All questions and answers will be final as of **Nov 3, 2023**. WVNCC reserves the right to waive any irregularities and reject any or all proposals and to determine the lowest and best bid. Any unauthorized contact will disqualify the vendor from further consideration of this RFP.

Any vendor wishing to receive updates regarding questions asked may do so by forwarding their email address to mstackhouse@wvncc.edu

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SECTION THREE: GENERAL TERMS AND CONDITIONS

- 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.
- 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.

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- 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 ~~strikethrough~~ 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.

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SECTION FOUR: PROJECT SPECIFICATIONS

- | | | | |
|---------------------|--|--|---|
| 1) Location: | Weirton Campus
150 Park Ave.
Weirton, WV 26003 | Wheeling Campus
1704 Market St.
Wheeling, WV 26003 | New Martinsville Campus
141 Main St.
New Martinsville, WV 26155 |
|---------------------|--|--|---|

- 2) **Background and Current Operating Environment:** WVNCC is a public 2-year higher education institution. The College provides traditional classroom & online learning for degree seeking students, technical training in a variety of trades, and resources for workforce development meeting the needs of the local business and industry.

The workforce segment of the College is expanding greatly with the welding program being very strong and in great demand in the area.

- 3) **Scope of Goods & Services:** WVNCC is seeking a qualified vendor to supply the following:

1. 1 Weld Certified Trailer

- i. 8 welding bays that have vent fans in each bay along with 115-volt duplex
- ii. Gas piping with a flowmeter with piping routed to the outside for inlet connections can be made for bottles.

2. 8 Welders

- i. Stick (SMAW), TIG (GTAW), MIG (GMAW), Flux-Cored (FCAW), Air Carbon Arc Cutting and Gouging, Pulsed MIG, Pulsed TIG

3. Warranties

This is considered base. If a vendor has suggestions, WVNCC will entertain alternative ideas, but all must meet the minimum requirements outlined. WVNCC believes our budget leans towards used equipment, vendors are encouraged to submit options with ala carte and/or bundle pricing.

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- 4) **Mandatory Requirements:** The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decision regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Vendors will provide:
1. Vendors will provide information regarding their firm, qualifications and experience in providing similar services; references, descriptions of similar projects provided including customer, scope of project, and how expectations were met in **Attachment A**.
 2. Pricing schedule for items under Scope of Service in Section Four Subsection 3 in **Attachment B**. It should be clearly denoted if items are ala cart priced or bundled.
 3. Detailed delivery schedule for items under Scope of Service in Section Four Subsection 3 in **Attachment C**.
 4. Signed certification in **Attachments D**.

SECTION FIVE: VENDOR PROPOSAL

- 1) **Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor’s abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 2) **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3) **Proposal Format:** Vendors should provide responses in the format listed below:
 1. **Title Page:** State the RFP subject, number, Vendor’s name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 2. **Table of Contents:** Clearly identify the material by section and page number.
 3. **Attachment A** - Information regarding the firm, their connection to the local community, general qualifications, and knowledge of higher education if applicable, references, and samples of similar projects.
 4. **Attachment B** - Pricing schedule encompassing items outlined in Section Four Subsection 3 with clear distinction between ala cart pricing and bundles
 5. **Attachment C** – Detailed implementation plan for items under Scope of Service in Section Four Subsection 3.
 6. **Attachment D** – Signed certification of agreement.
- 4) **Proposal Submission:** Proposals will be reviewed in two distinct parts: technical and cost.
 1. All proposals will be evaluated based on lowest cost and best comparison to specs provided in Section 4.
 2. All proposals must be submitted **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All

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submissions must be in accordance with the provisions listed below and in Section 2: Instructions to Bidders Submitting Bids above.

- 5) **Bid Opening:** The Evaluation Committee shall publicly open and announce cost proposals on **November 10th, 2023** at 1:30 PM. All bids for qualifying proposals will be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder’s technical proposal failing to meet the minimum acceptable score and the bidder’s technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

SECTION SIX: EVALUATION AND AWARD

- 1) **Evaluation Process:** Proposals will be evaluated by an “Evaluation Committee” against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 2) **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score.

1. The following are the evaluation factors and maximum points possible for technical point scores:

Firms credentials	25 Points Possible
References & Comparable Services	20 Points Possible
Timeline for Delivery	10 Points Possible
Cost	<u>50 Points Possible</u>
Total	100 Points Possible

- 3) **Minimum Acceptable Score:** Vendors must score a minimum of 80% (80 points) of the total points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying. A proposal may be deemed non-qualifying for a number of reasons including but not limited to, the bidder’s technical proposal failing to meet the minimum acceptable score and the bidder’s technical proposal failing to meet a mandatory requirement of the contract. Cost bids for non-qualifying proposals will also be opened but shall not be considered. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

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Attachment A – General Firm Information: Section Four, Subsection 4.3:

Vendor Response:

Attachment B – Pricing: Section Four, Subsection 4.3:

Vendor Response:

Attachment C – Detailed delivery schedule: Section Four, Subsection 4.3:

Vendor Response (If Applicable):

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Attachment D – Signed Certification: Section Four, Subsection 4.1:

Vendor Response (If Applicable):

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)