

REQUEST FOR BIDS (RFB) #25209
WV HIGHER EDUCATION POLICY COMMISSION
TEXAS INSTRUMENTS SCIENCE EQUIPMENT FOR GEAR UP PROGRAM

PURPOSE AND SCOPE:

The WV Higher Education Policy Commission is seeking authorized dealer to provide Texas Instruments Science Equipment for use in support of the GEAR UP Program.

The required delivery date for the items is: Equipment delivery required as soon as possible but preferably no later than January 3, 2025.

BID INFORMATION:

Bids are to be received by the Commission no later than 3:00pm EST on Wednesday December 11, 2024. Bids will be publicly opened at the date and time identified above.

Bidder's Point of Contact: The sole point of contact for questions, clarification and inquiries concerning this Request for Bid (RFB) is:

Kelley Smith
Director of Procurement
Bid.receipt@wvhepc.edu

Kelley Smith is the sole point of contact for this RFB. No other communication with Commission staff is permitted. Any unauthorized communication may be reason for vendor disqualification.

Posting of Information: This RFB and any addenda, will be posted at <https://www.wvhepc.edu/resources/purchasing-and-finance/>.

Proposal Submission: Proposals must be emailed to: bid.receipt@wvhepc.edu on or before the date required. Please see **Exhibit B** for guidelines.

BIDS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED. IT IS THE BIDDER'S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE PROPOSAL.

This RFB contains mandatory provision identified by the use of "will", "shall" or "must". Failure to comply with a mandatory provision of the RFB will result in bid disqualification.

DEFINITIONS: The terms listed below shall have the meanings assigned to the below.

"Contract Items" means all items listed in Contract Requirements and Deliverables section.

“Pricing Sheet” means the page(s), attached hereto as **Exhibit A**, upon which the Vendor should list its proposed price for the Contract Items.”

“Request for Bid (RFB)” means the official notice of an opportunity to supply the Commission with items that is offered by the Commission.

“Vendor” means the entity submitting a bid in response to this RFB, the entity that has been selected as the lowest responsible bidder or the entity that has been awarded the Contract.

CONTRACT REQUIREMENTS AND DELIVERABLES:

The Commission is seeking volume discount pricing for the following Texas Instruments® brand specific items (substitute equipment will NOT be considered):

1. Vernier TI-Nspire Go Direct Package

Quantity: 210 packages

Each Vernier TI-Nspire Go Direct package includes 1 of each of the following Vernier Sensors Go Direct Force® and Acceleration, Go Direct Gas Pressure, Go Direct Light and Color, Go Direct Motion Detector, Go Direct pH, Go Direct Temperature, Data-Only Go Direct Sensor Cable and **1 TI Bluetooth® Adapter** (with calculator connection cable).

Order Code # GDP-TICALC

DELIVERY AND RETURN:

Shipment and Delivery: Vendor shall ship the Contract Items as soon as possible after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor must deliver the Contract Items **no later than January 3, 2025**. Contract Items must be delivered to the following location: WV Higher Education Policy Commission, Division of Student Affairs 2001 Union Carbide Drive, Bldg. 2000, South Charleston, WV 25303

Late Delivery: The Commission placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to the Commission will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the location indicated above.

Return of Unacceptable Items: If the Commission deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor’s expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified those items are unacceptable or permit the Commission to arrange for the return and reimburse Commission for delivery expenses. If the original packaging cannot be utilized for the return,

Vendor will supply the Commission with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Commission's location. The returned product shall either be replaced, or the Commission shall receive a full credit or refund for the purchase price, at the Commission's discretion.

CONTRACT AWARD:

1. The vendor must clearly identify all costs for the items requested above. A Pricing Sheet has been provided for completion in **Exhibit A**
2. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Sheet. If a vendor proposes terms and conditions in its' bid response, the Commission will require the vendor to sign a WV96 Agreement Addendum at the time of award. If the vendor is unable to sign this Addendum, negotiations between the Attorney General's Office and the vendor can be held to come to a point of agreement. If the vendor and Attorney General's cannot come to agreement, the Commission reserves the right to award to the next lowest vendor who will agree to our terms. The Addendum is shown in **Exhibit C** for example only and does not need to be completed and included with the bid response.
3. At the time of contract award, the vendor must complete a Purchasing Affidavit. The Affidavit is shown in **Exhibit D** for example only and does not need to be completed and included with the bid response.
4. At the time of contract award, the vendor must be registered and pay the fee to the WV Purchasing Division.

PAYMENT FOR SERVICES:

The Commission's preferred method of payment is P-card. Preference may be given to a vendor who accepts the P-card.

VENDOR DEFAULT AND REMEDIES

The vendor will be considered in default if they fail to provide the Contract Items in accordance with the requirements contained in this RFB. Upon default, the vendor will be given 30 days to remedy any defaults and provide the contract items as required. If the vendor fails to remedy any default within the 30 days, the Commission reserves the right to immediately cancel the contract without notice.

GENERAL TERMS AND CONDITIONS:

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Commission and approved by the Attorney General.

2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the WV Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Commission's consent.

5. **CANCELLATION:** The Commission may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.

6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances, if applicable.

9. **HOLD HARMLESS:** The Commission will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.

10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Commission.

11. **NON-FUNDING:** All services performed, or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

13. **PAYMENTS:** Payments may only be made after the delivery of goods or services.

14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.

16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose bid, has been accepted and has received a lawfully issued Purchase Order from the Commission.

18. **TAXES:** The State of West Virginia (the Commission) is exempt from Federal and State taxes and will not pay or reimburse such taxes.

19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Commission reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Commission resulting from the Vendor's breach of contract.

20. **SIGNATURE/CERTIFICATION:** Bids must be certified/signed and authorized by the vendor to execute and submit this bid. Signer must be authorized to bind the vendor in a contractual relationship. See **Exhibit D**.

21. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this RFB will be made by an official written addendum. Vendor should acknowledge receipt of all addenda issued with this RFB by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid

disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing. See **Exhibit E**

22. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

23. **REGISTRATION:** Prior to award of any contract award in the amount of \$25,000 or greater, the apparent successful vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

24. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the vendor's bid.

25. **WAIVER OF MINOR IRREGULARITIES:** The Commission reserves the right to waive minor irregularities in bids or specifications.

25. **NON-RESPONSIBLE:** The Commission reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

26. **ACCEPTANCE/REJECTION:** The Commission may accept or reject any bid in whole, or in part if it is found to be in the best interest of the Commission.

27. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the RFB and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

28. **TAXPAYER IDENTIFICATION NUMBER:** The Internal Revenue Service (IRS) requires the state to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information.

29. **EMAIL NOTIFICATION OF AWARD:** The Commission will attempt to provide bidders with e-mail notification of contract award when an RFB that the bidder participated in has been awarded. For notification purposes, bidders must provide the Commission/Institution with a valid email address in the bid response. Bidders may also monitor Commission's websites to determine when a contract has been awarded.

Exhibit A - Cost for Equipment

Item Description	Quantity	Item Number	Unit of Measure	Unit price	Total Price (requested quantity X unit price)
Vernier TI-Nspire Go Direct Package	210				
Shipping and Handling (if applicable)					
Grand Total					\$

All costs of providing listed items should be clearly show in the table above.

VENDOR GUIDELINES FOR BID SUBMISSIONS VIA EMAIL

NOTE: This document is specific to the competitive solicitation processes, where bid submissions must arrive at the closing location on time.

1. Purpose of These Guidelines

The Commission/Council may post opportunities that allow vendors to submit their bids / proposals / responses (known as submissions) electronically via email. This document is intended to assist vendors in understanding:

- the risks associated with submitting an emailed submission; and
- the pitfalls that should be avoided if emailing a submission.

NOTE: Vendors who deliver submissions via email do so at their own risk; the Commission/Council does not take any responsibility for any emailed submission that:

- does not arrive on time;
- is rejected; or
- contains corrupted electronic files.

2. Risks

Although emails are sent every day without incident, there are a number of risks that could occur and delay the receipt of an email. An email submission is deemed to have been received once it arrives in the Commission/Council's Electronic Mail System. Emailed submissions that arrive late will not be considered, regardless of the reason, and vendors will not have the option to resubmit after the closing date and time.

Following are some of the reasons that may delay an email, or cause an email to be rejected by the Commission/Council's email system:

- i. Delays can occur as an email moves from server to server between the sender and the recipient, meaning that the time when an email is received can be later – and sometimes considerably later – than the time when it was sent. The Commission/Council will consider the time that an email was received by the Commission/Council's email system as the official time for any emailed submission.
- ii. The Commission/Council's email system has technical and security limitations on the size and type of files that will be accepted. Emails containing attachments that exceed 30 MB cannot be accepted.
- iii. The Commission/Council's email system has protocols whereby an email may be investigated as potential spam or containing a virus / malware. Such protocols may result in an email being sent to the recipient's inbox late.

- iv. The Commission/Council's email system has protocols whereby an email may be investigated as having Personally Identifiable Information (PII). An email determined by the system to contain PII or data of a similar appearance of PII will not be delivered.
- v. The Commission/Council's email system is designed to reject any email that is considered spam or that contains a virus or malware. On occasion, an email may be falsely flagged and rejected. Copies of rejected emails are not kept in the email system, and therefore no possibility exists to retrieve an emailed submission that has been rejected.
- vi. In addition, it is possible that one or more attachments to an email to become corrupted and therefore inaccessible to the Commission/Council's email system. Vendor will not have the option to resubmit after closing if the attachments cannot be opened. Further, the Commission/Council cannot open any submission prior to closing to confirm whether or not the files have been corrupted.

3. Vendor Guidance for Emailed Submissions

1. Never assume that a solicitation allows for emailed submissions. Emails should only be used as a delivery mechanism when the opportunity expressly allows for it.
2. Never assume which email address is being used for submissions, when emailed submissions are permitted. Carefully read the instructions and ask questions well in advance of closing if the email address for submissions is not clear. Submissions that are emailed to any address other than the one expressly stated for the purpose may be rejected as missing a mandatory requirement of the solicitation.
3. Avoid using generic subject lines in the emailed submissions that do not clearly identify the solicitation name and / or number as well as the vendor organization name. The subject line of the email should be: BID FOR xxxxxxxxx DUE WEDNESDAY xxxxxxxxxx AT 3:00PM. A sample email subject line for an open bid might be: BID FOR 21001 DUE WEDNESDAY, APRIL 7, 2021 AT 3:00PM.
4. Avoid multiple emails from the same vendor for the same opportunity wherever possible. If multiple emails cannot be avoided (e.g., the collective size of the emails exceeds the maximum size allowed), identify how many emails constitute the full submission and provide clear instructions on how to assemble the submission. Multiple submissions from the same vendor for the same opportunity may result in rejection if these instructions are unclear.
5. Vendors may update, change, or withdraw their submission at any time prior to the closing date and time. If emailing updates or changes, do not submit only the changes that then require collation with the previous submission. Instead, a complete revised package with clear instructions that it replaces the earlier submission should be sent. This will help to avoid any confusion as to what constitutes the complete submission.

6. Avoid emailing submissions in the last 60 minutes that the solicitation is open. Sufficient time should be left prior to closing to ensure that the email was received, and to resubmit before closing if a problem occurs.
7. Do not assume that the email has been received. If a confirmation email is not received shortly after sending the email, contact the named Contact on the solicitation to confirm whether or not their submission was received. In addition, send the emailed submission with a delivery receipt request. If unsure how to send an email with a delivery receipt request, contact the vendor's own system support personnel or search online for instructions specific to the vendor's email system (e.g., Outlook, Gmail, etc.)
8. If the confirmation email is not received, do not resubmit without first contacting the named Contact. Resending a submission should only occur once confirmation is received that the original email was not received, and enough time is left for receipt of the submission prior to the closing date and time.
9. Do not ignore any message from the Commission/Council regarding rejection of an emailed submission. If such a message is received prior to closing, contact the named Contact on the opportunity immediately.
10. If time permits prior to closing, possible remedies for a rejected or missing emailed submission include:
 - i. If the collective size of the emailed attachments exceeds 30 MB, resubmit it over multiple emails, clearly identify how many emails constitute the full submission and how to collate the files.
 - ii. If the emailed submission included zipped or executable files, unzip or remove the executable the files and resubmit over one or more emails (see previous bullet if the files collectively exceed 30 MB).
 - iii. Resend the submission from a different email account.
 - iv. If permitted in the opportunity, use an alternative method to deliver the submission (e.g., mailed or hand delivered).

Note: None of these remedies are applicable after the closing date and time.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

EXHIBIT D

BID CERTIFICATION/SIGNATURE/ADDENDUM ACKNOWLEDGEMENT

1. DESIGNATED CONTACT: Vendor appoints the individual identified as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number)

(email address)

2. CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through e-mail, I certify that: I have reviewed this RFB in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the Commission/Institution that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the RFB for that product or service, unless otherwise stated herein; that the vendor accepts the terms and conditions contained in the RFB, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand the Commission/Institution is requiring the vendor to follow the provisions of WV State Code 5A-3-62 which automatically voids certain contract clauses that violate State law.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number)

EXHIBIT E

**ADDENDUM ACKNOWLEDGEMENT FORM
REQUEST FOR BIDS NO. 25209**

Instructions: Please acknowledge receipt of all addenda issued with this RFB by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between vendor's representatives and any Commission/Institution personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.