

REQUEST FOR PROPOSAL
West Virginia Northern Community College
RFP #2020-001

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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 deliver services, time and material, for periodic construction work throughout the year at a cost agreed upon
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.....	September 16 th – September 27 th , 2019
Vendor’s Written Questions Submission Deadline.....	October 4 th , 2019
All Written Questions Shall be Answered.....	October 9 th , 2019
Bid Opening Date.....	October 16 th , 2019

SECTION TWO: INSTRUCTIONS TO VENODRS SUBMITTING BIDS

Interested vendors should submit their proposal **no later than 1:00PM on October 16th, 2019.** Bids can be hand delivered or mailed or e-mailed:

West Virginia Northern Community College
RFP NO. 2020-001 **“WVNCC Time & Material”**
ATTN: Lyndsie Scott-Guzek
Room 102
1704 Market Street
Wheeling, WV 26003
lguzek@wvncc.edu

All proposals should be clearly marked **“WVNCC Time & Material”**.

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 Lyndsie Scott-Guzek by email at lguzek@wvncc.edu. The proposer’s question and WVNCC’s response will become public record. Deadline for submitting questions is **October 4th, 2019**. All questions and answers will be final as of **October 9th, 2019**. 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 lguzek@wvncc.edu

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SECTION THREE: GENERAL TERMS AND CONDITIONS

Length of commitment may be part of the proposal to factor in capital investment that may occur to meet WVNCC requirements.

An addendum required for all WV State Agency will accompany any agreement and have the following conditions:

- 1) **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2) **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3) **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4) **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5) **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
- 6) **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7) **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8) **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9) **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10) **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11) **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

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- 12) **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13) **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14) **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
- 15) **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16) **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17) **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18) **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19) **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20) **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21) **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

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SECTION FOUR: PROJECT SPECIFICATIONS

- | | | | |
|----------------------|--|--|---|
| 1) Locations: | Wheeling Campus
1704 Market St.
Wheeling, WV 26003 | Weirton Campus
150 Park Ave.
Weirton, WV 26062 | 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 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 College is looking for a contractor to provide time and material for various projects under \$25,000

- 3) **Scope of Services:** WVNCC is seeking a contractor to provide time and material construction services. The following services should be included:
1. Pricing for:
 - i. Superintendent
 - ii. Carpenter
 - iii. Operator
 - iv. Iron Worker
 - v. Cement Mason
 - vi. Material – Cost plus
 - vii. Equipment – Cost plus
 - viii. Subcontractors – Cost plus
 2. Others
 - i. Other trades under which the General Contractor has direct supervision
 - ii. Contractors must verify work will commence at least 14 days after issuance of purchase orders
- 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 completing similar projects; references, descriptions of past projects completed entailing the location of the project, type of project, and what the project goals and objectives were and how there were met in **Attachment A.**
 2. Pricing schedule for items under Scope of Service in Section Four Subsection 3.1 and 3.2 in **Attachment B.**
 3. Signed certification in **Attachments C.**

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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.
 4. **Attachment B** - Pricing schedule encompassing as many items outlined in Section Four Subsection 3.1 and 3.2
 5. **Attachment C** – Signed certification of agreement.
- 4) **Proposal Submission:** Proposals will be reviewed in two distinct parts: technical and cost.
 1. All proposals will be scaled and evaluated based on lowest cost and best comparison to specs provided in Section 4. Lead-time for delivery and installation will be heavily considered in the evaluation process.
 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 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 **October 16th, 2019** at 1:00 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.

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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:

Cost (See #2)	50 Points Possible
Reliability / Service	30 Points Possible
Delivery and Install Timeline	<u>20 Points Possible</u>
Total	100 Points Possible

2. Cost proposal will be scored with the lowest bidder receiving 50 points. All other bidders will receive 50 points minus the percentage difference of the lowest bid.
 - i. Example – Lowest bidder of \$100 is awarded 50 points. Bidder of \$110 receives 40 points or 50 minus 10 (for the 10% over lowest bid). Bidder of \$115 receives 35 points or 50 points minus 15 (for the 15% over lowest bid).
 - ii. Items listed as ‘alternatives’ are not to be included in the weighted score. Depending on overall cost, the College may, or may not, decide to include alternatives in the scope of the project.

- 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 4.1:

Vendor Response:

Attachment B – Pricing: Section Four, Subsection 4.2:

Vendor Response:

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Attachment C – Signed Certification: Section Four, Subsection 4.3:

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)