



**COUNTY COUNCIL of BERKELEY
COUNTY, WEST VIRGINIA**

**Request for Proposal (RFP)
For
Generator Maintenance and Services
for
Various Berkeley County Locations**

**Bid Proposal due no later than
4:00 PM, Tuesday, June 19, 2018
in the County Council Office, Suite 201,
400 W. Stephen Street, Martinsburg, WV, 25401**

**REQUEST FOR PROPOSALS
REGARDING PRICE PROPOSALS FOR
BERKELEY COUNTY GENERATOR MAINTENANCE AND SERVICE**

The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Proposals from interested parties for Generator Maintenance and Service for various Berkeley County locations.

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select a firm judged to be both responsible and responsive to the request in every way, including having offered the most beneficial, appropriate price proposals. The County Council reserves the right to interview some or all prospective firms to discuss Qualifications & Price Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the County Council is available from the County Council Office, 400 W. Stephen Street, Suite 201, Martinsburg, WV 25401, or by telephone at 304-264-1923. Inquiries should be directed to Tommy Puffenburger, Facilities Director at 304-676-4184.

A Mandatory Pre-Proposal Conference will be held at 10:00AM on Monday, June 11, 2018 in the Dunn Building, 400 W. Stephen Street, Room 205, Martinsburg, WV, 25401. Attendance at this conference is mandatory for those wishing to submit proposals.

Three (3) copies of submittals of Qualification & Price information from interested businesses should be enclosed in a sealed opaque envelope marked “Berkeley County Generator Maintenance and Service”. Proposals must be submitted and time-stamped into the County Council Office, 400 W. Stephen Street, Suite 201 Martinsburg, WV, 25401 **no later than 4:00 PM on Tuesday, June 19, 2018.** Failure to provide the required information as requested in the RFP for Berkeley County’s review may result in disqualification.

Proposals will be opened and entered into public record at 10:00 AM on Thursday, June 21, 2018 in the County Council Meeting Room, 400 W. Stephen Street, Room 205, Martinsburg, WV, 25401.

Berkeley County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. Berkeley County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability for the provision of services.

Berkeley County reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the Berkeley County Council.

I. INTRODUCTION:

Proposals are being requested from qualified companies to submit bids for a **Berkeley County Generator Maintenance and Service** as ordered by the County Council of Berkeley County, West Virginia, (hereinafter referred to as “County Council” or “Council”). Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

II. BACKGROUND:

Berkeley County is located in the eastern panhandle of West Virginia. According to 2010 Census information, Berkeley County has a population of 104,169 making it the second-most populous county in West Virginia, behind Kanawha. Martinsburg is the County Seat.

The county lies adjacent to the Washington-Baltimore Metropolitan area and is one of three counties in the Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area.

Partly because of its proximity to Washington, D.C., Berkeley County is the fastest growing county in the State of West Virginia and among the fastest growing in the entire country.

Berkeley County is currently governed by a five (5) member County Council.

III. SCOPE OF WORK

Contractors must be engaged in Generator Maintenance and shall have been actively engaged in this field for a minimum of Five (5) years. Each generator will require two visits per year, one minor and one major service per generator for preventative maintenance.

Minor Service to include:

- Check/Service all Fluid Levels (fuel, oil, coolant, etc.)
- Service/Load Test starting Batteries and Cables
- Check/Adjust Battery Charging Systems
- Check/Inspect/Adjust Drive Belts (s)
- Check/Inspect Air Cleaner elements (s)
- Check/Inspect main Generator/Rotor assemblies
- Clean/Polish DC Commutator & Slip Rings (if applicable)
- Check/Inspect unit Controller for visible defects
- Check/Correct minor fuel, oil, and coolant leaks
- Check/Tighten all Hoses and Lines
- Test Run Unit (no load conditions)
- Check/Inspect Exhaust System for leakage/deterioration
- Check/Adjust Generator output Voltage and Frequency
- Check Main Generator and Controller operation
- Check/Inspect all pressure, gauges and instruments
- Check/Inspect Engine Ignition System (if applicable)
- Check/Test all Safety Shutdown devices
- Inspect Automatic Transfer Switch(s) for visible defects and proper operation
- Service/Clean/Lubricate and adjust all unit components and assemblies where necessary for proper operation
- Check/Inspect Fuel Tank(s) and Lines for exterior rust
- Check Anti-Freeze/Coolant condition and protection level

- Check Automatic Transfer Switch operation under simulated power failure
- Complete system operation test under building load, if requested by owner
- Submit Service/Inspection and Operation Report for system owners' evaluation and advise of any further work required

Major Service to include:

- Check/Service all Fluid Levels (fuel, oil, coolant, etc.)
- Service/Load Test starting Batteries and Cable
- Check/Adjust Battery Charging Systems
- Check/Inspect/Adjust Drive Belt(s)
- Check/Inspect Air Cleaner element(s)
- Check/Inspect main Generator/Rotor assemblies
- Clean/Polish DC Commutator & Slip Rings (if applicable)
- Check/Inspect unit Controller for visible defects
- Check/Correct minor fuel, oil and coolant leaks
- Check/Tighten all Hoses and Lines
- Test Run Unit (no load conditions)
- Check/Inspect Exhaust System for leakage/deterioration
- Check/Adjust Generator output Voltage and Frequency
- Check Main Generator and Controller operation
- Check/Inspect all pressures, gauges and instruments
- Check/Inspect Engine Ignition System (if applicable)
- Check/Test all Safety Shutdown devices
- Inspect Automatic Transfer Switch(s) for visible defects and proper operation
- Service/Clean/Lubricate and adjust all unit components and assemblies where necessary for proper operation
- Check/Inspect Fuel Tank(s) and Lines for exterior rust
- Change Engine Oil and Filter(s)
- Change Fuel and Coolant filter(s) (if applicable)
- Check Anti-Freeze/Coolant condition and protection level
- Check Automatic Transfer Switch operation under simulated power failure
- Complete system operation test under building load, if allowed
- Perform Oil Analysis and provide report/results to customer
- Submit Service/Inspection and Operation Report for system owners' evaluation and advise of any further work
- Check /Test to meet Emission Standard

LOCATIONS OF GENERATORS LISTED FOR MAINTENANCE PROGRAM:

The Berkeley County Council reserves the right to modify the below list to include/exclude any or all of the locations provided.

Location ID	Address	Manufacturer	Rating	Model	Serial Number
Central Dispatch	802 Emmitt Roush Dr. Martinsburg, WV	Detroit Diesel	230kW	230DSEJB	2049465
Judicial Center	380 South Stephen St, Martinsburg, WV	Kohler	450kW	450REOZVB	2026514
Tuscarora Mtn	2823 Radio Tower Rd, Martinsburg, WV	Generac	10kW	7RMY62	261843
Dispatch Tower	802 Emmitt Roush Dr., Martinsburg, WV	Kohler	20kW	20RESA	SGV323FHD
Sheriff Dept.	510 S. Raleigh St, Martinsburg WV	Kohler	150kW	150REOZJF	

1. Required Response and Repair Times

Contractor shall respond by having a service person on site within the following required response times, after receiving a service request:

- A. Response time for repairs, to complete the repair if possible or begin repair process must be within twenty-four (24) hours of notification.

IV. DELIVERABLES / REPORTS

- A. Bidder shall provide copies of all relevant certifications held for both the company and any individuals expected to perform the services requested herein upon request.
- B. Contractor shall maintain and provide, upon request, annual logs showing the amount of downtime accrued for each County unit commencing from the start date of any contract which may be entered into as a result of this RFP.
- C. Contractor shall provide a report of all maintenance performed per unit.

V. PROPOSALS AND AWARD SCHEDULE

- A. Proposals received prior to the deadline will be treated as confidential, until receipt of all Proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within thirty (30) calendar days after the opening of proposals. The contract will be awarded to the Company whose proposal, conforming to this request, will be the most advantageous to Berkeley County.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Proposals may not be altered or amended after they are opened.
- E. The approval or disapproval of the Company's/Contractor's Proposal will be determined by its response to this request and on past performance. No assumptions should be made on the part of the Company/Contractor as to this County's prior knowledge of their abilities.
- F. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

VI. NOTICE OF RECOMMENDATION TO AWARD

At the conclusion of the opening of the RFP, the response evaluation process, all bidders will be notified in writing of the contract award recommendation. The document providing this notification is the Notice of Recommendation to Award.

VII. INSURANCE REQUIREMENTS:

Liability – The Firm must show evidence of liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate prior to execution of a contract with Berkeley County.

Any materials and/or work provided by the Company under the contract to be awarded shall remain insured and covered under the Company's insurance until written acceptance by the County Council. Any losses incurred prior to acceptance by the County Council shall be replaced by the Company prior to such acceptance.

VIII. TERM / TERMINATION / RENEWAL

- A. The initial term of this contract shall be for one (1) year (July 1 – June 30), commencing July 1, 2018, with the option to renew for two (2) additional one (1) year terms.
- B. If the Contracting firm awarded the bid subsequently fails to comply with the specifications, it will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the County Council reserves the right to terminate the contract.

IX. INVOICING

- A. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
- B. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
- C. County shall notify Contractor of any adjustments required to invoice.
- D. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
- E. Contractor shall utilize standardized invoice upon request.
- F. Invoices shall only be issued by the Contractor who is awarded a contract.
- G. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the contract.
- H. **COMPENSATION TO THE CONTRACTOR: Invoices must be submitted to:**

Berkeley County Council Office
400 East Stephen Street, Suite 201
Martinsburg, WV, 25401

Payment will be made within thirty (30) days of receipt and approval.

X. TERMS AND CONDITIONS:

- A. The County Council reserves the right to reject any or all proposals or to award the contract to the next recommended Company/Contractor if the successful Company/Contractor fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- B. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to Berkeley County the services set forth above, in the manner and at the costs set forth.

- C. The selected Company/Contractor shall be required to enter into a contract agreement with the County Council. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Berkeley County In-House Legal Director and shall contain, at a minimum, applicable provisions of this request for proposal. The County Council reserves the right to reject any agreement that does not conform to this request for proposal and any Berkeley County requirements for agreements or contracts.
- D. Selected Company/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Berkeley County Council.
- E. No reports, information or data given to or prepared by the Company/Contractor under this agreement shall be made available to any individual or organization by the Company/Contractor without the prior written approval of the Berkeley County Council.
- F. Companies/Contractors shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Council under the West Virginia Freedom of Information Act.
- G. Berkeley County shall not be liable for any costs incurred by the Company/Contractor in regard to preparation of its proposal.
- H. Berkeley County reserves the right to request interviews.
- I. The County Council reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.
- J. Berkeley County reserves the right to not hold discussions after award of the contract.
- K. By submitting a proposal, the Company/Contractor agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- L. The Company/Contractor shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with at the Pre-Proposal Conference.
- M. The Company/Contractor hereby represents and warrants:
 - 1. That it is now, or will be by the time its Proposal is opened, qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 2. That it is not in arrears with respect to the payment of any monies due and owing the State or County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 - 3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;

4. That the facts and matters set forth hereafter in any proposal and subsequent contract are true and correct and may be relied upon by the Council
- N. In addition to any other remedy available to Berkeley County, breach of any of the services contracted herein shall, at the election of the County Council, be grounds for termination. Failure of the County Council to terminate the contract shall not be considered or construed as either a waiver of such breach or as a waiver of any rights or remedies granted or available to Berkeley County.
- O. **HOLD HARMLESS/INDEMNIFICATION:** If a contract is awarded, the successful Company/Contractor will be required to indemnify and hold Berkeley County, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Company's/Contractor's performance of the contract awarded.
- P. **Termination for Convenience:** Berkeley County may terminate this or any contract, in whole or in part, whenever the County Council determines that such termination is in the best interest of the County, without showing cause, upon giving 30 days written notice to the Firm/Company. Berkeley County shall pay all reasonable costs incurred by the Firm/Company up to the date of termination. However, in no event shall the Company/Contractor be paid any amount that exceeds the price proposed for the work performed.
- Q. The Company/Contractor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- R. **Termination for Default:** When the Company/Contractor has not performed or has unsatisfactorily performed the contract, Berkeley County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County Council. Failure on the part of a Company/Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract.
- S. The Company/Contractor will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by Berkeley County in re-procuring and completing the work.
- T. The contractual obligation of Berkeley County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- U. **INTERPRETATION:** The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

XI. QUALIFICATIONS PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal. At a minimum, your Qualifications Proposal shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in non-consideration of respondent's services.

A. Firm Information

1. Name, address, telephone number, fax number of firm and parent company, if any, from which the acquisition and delivery of furnishings will be managed.
2. Nature of firm and parent company, if any.

B. Miscellaneous Requirements:

1. All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

XII. PRICE PROPOSAL:

A. At a minimum, your Price Proposal shall include the following:

1. A lump-sum price quotation for all materials listed-Attachment A. with additional option pricing.
2. Fully executed Non-Collusion Certificate - Attachment B.
3. Any conclusions, remarks and/or supplemental information pertinent to this request.

LIST OF APPENDICES THAT ARE ATTACHED

Attachment A – Price Quotation for Generator Maintenance and Service Prices by Proposed Location.
Attachment B – Non-Collusion Certificate.

**APPENDIX A
PRICE PROPOSAL**

INSTRUCTIONS

This sheet must be placed on the very top of your price proposal. The County Council will utilize this sheet for purposes of reading the proposal into the public record.

Berkeley County Council
400 West Stephen Street
Suite 201
Martinsburg, WV, 25401

Bid Title: Full Service Contract for Generator Maintenance and Service.

Bid Due Date & Time: Tuesday, June 19, 2018 no later than 4:00 PM

Bid Opening Date & Time: Thursday, June 21, 2018 @ 10:00 AM

We have received all documents related to the above referenced project. We have examined all documents, have received all addendums,, attended the mandatory pre-bid conference, and have had the opportunity to examine the site area where work is to be performed. We hereby propose to furnish all labor, materials, equipment and incidentals and to perform all operations necessary and required for the successful completion of the contract.

Location ID	Address	Manufacturer	Rating	Model	Serial Number
Central Dispatch	802 Emmitt Roush Dr. Martinsburg, WV	Detroit Diesel	230kW	230DSEJB	2049465
Judicial Center	380 South Stephen St, Martinsburg, WV	Kohler	450kW	450REOZVB	2026514
Tuscarora Mtn	2823 Radio Tower Rd, Martinsburg, WV	Generac	10kW	7RMY62	261843
Dispatch Tower	802 Emmitt Roush Dr., Martinsburg, WV	Kohler	20kW	20RESD	SGV323FHD
Sheriff Dept.	510 S. Raleigh St, Martinsburg WV	Kohler	150kW	150REOZJF	

Contractor Name & Address: _____

By: _____
(Authorized Signature) (Date)

Title: _____

West Virginia Contractor's Number: _____

ATTACHMENT A
PRICE PROPOSAL (con't)
 (to be used as the top cover sheet for submitted bids)
OPTIONS: WILL NOT BE USED IN THE EVALUATION OF COST BUT
WILL BE PART OF THE CONTRACT

Description	PRICE
Total Price to Service Five (5) Generators	\$
Standard Labor Rate per hour	\$
After Hours Labor Rate per hour:	\$
Holiday Labor Rate per hour:	\$
Travel/Mileage rate, if applicable:	\$
Optional Services:	
Unit pricing per generator to perform Resistive Load Bank Testing, minimum two hours per generator.	
Detroit Diesel 230kW	\$
Kohler 450kW:	\$
Kohler 10kW	\$
Kohler 20kW	\$
Kohler 150kW	\$

**ATTACHMENT B
NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the firm of _____

whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the County Council of Berkeley County, West Virginia, administrative or supervisory personnel or other employees of Berkeley County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Date

Signature

Printed or Typed