

**BERKELEY COUNTY SHERIFF'S  
DEPARTMENT  
BERKELEY COUNTY,  
WEST VIRGINIA**

**Request for Proposal (RFP)  
For  
Ammunition**

**Bid Proposals due no later than  
4:00 PM, Wednesday, May 12, 2021  
at the  
County Council Office, Suite 201,  
400 W. Stephen Street, Martinsburg, WV, 25401**

**REQUEST FOR PROPOSALS  
REGARDING QUALIFICATION AND PRICE PROPOSALS FOR  
Force on Force Ammunition**

The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Price Proposals from interested parties for the **“Force on Force Ammunition”** needed at 510 S. Raleigh Street, Martinsburg, WV, 25401 to be used for training and duty ammunition for the Sheriff’s Department.

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 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 Sheriff N. A. Harmon, at 304-267-7000.

Three (3) copies of submittals of Qualification & Price information from interested businesses should be enclosed in a sealed opaque envelope marked **“Force on Force Ammunition”**. 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 May 12, 2021.** 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 **May 13, 2021** 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 Vendor to submit bid for **Force on Force Ammunition** 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**

**A. GENERAL**

The Sheriff’s Department is requesting bids for **Ammunition** located at 510 S. Raleigh Street, Martinsburg, WV 25401.

1. The following equipment is needed:

<b>TYPE OF EQUIPMENT</b>	<b>DESCRIPTION</b>	<b>QUANTITY NEEDED</b>
9mm Force on Force Marking Ammunition	FF9B2,FF9G2,FF9R2, FF9W2,FF8Y2,FF9O2	45,000 ROUNDS

2. Prices quoted should be all inclusive with all applicable charges included.
3. No labor is necessary.
4. Vendor must contact Sheriff N. A. Harmon at 304-267-7000 should there be any questions or problems.
5. Berkeley County is a tax exempt organization. Tax number 55-6000296.
6. Turnaround time for delivery 90 days.
7. No substitutions

**IV. O&E / TECHNICAL 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 materials will be supplied.

**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.

**V. 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
2. Fully executed Non-Collusion Certificate - Attachment B.
3. Any conclusions, remarks and/or supplemental information pertinent to this request.

**VI. TERM OF CONTRACT:**

- A. The contract will commence upon award by the County Council.
- B. If the Firm and/or Company 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.

**VII. USE OF EXISTING DOCUMENTS:**

Berkeley County will cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in the County Council's possession. Berkeley County makes no warranty as to the accuracy of existing documents nor will the County Council accept any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

**VIII. COMPENSATION TO THE CONTRACTOR:**

Invoices must be submitted to:

Berkeley County Sheriff's Department  
510 S. Raleigh Street  
Martinsburg, WV, 25401

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

**IX SELECTION PROCESS:**

- A. This solicitation is issued pursuant to the implementation of Berkeley County's Purchasing Policy. Berkeley County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. A Selection Committee appointed by the County Council will evaluate responses to this request and select those firms judged to be most qualified.
- C. Since it is the County Council's desire to select the most qualified firm, the Selection Committee reserves the right to schedule oral presentations from those firms it deems most qualified, to take place within ten (10) business days following notification.

**X. 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 Proposal will be determined by its response to this request and on past performance. No assumptions should be made on the part of the Firm/Company as to this Committee'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.

**XI. 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 if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. 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.
- D. The selected Company 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.
- E. Selected Firm/Company 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.
- F. No reports, information or data given to or prepared by the Firm/Company under this agreement shall be made available to any individual or organization by the Firm/Company without the prior written approval of the Berkeley County Council.
- G. Firms/Companies 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.
- H. Berkeley County shall not be liable for any costs incurred by the Firm/Company in regard to preparation of its proposal.
- I. Berkeley County reserves the right to request interviews.
- J. 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.
- K. Berkeley County reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the Firm/Company 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.

- M. The Firm/Company 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.
- N. The Firm/Company 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 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 the contract and made a part hereof are true and correct.
- O. 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 of the contract. 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.
- P. HOLD HARMLESS/INDEMNIFICATION: If a contract is awarded, the successful Firm/Company 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 Firm's/Company's performance of the contract awarded. Any property or work to be provided by the Firm/Company under the contemplated contract will remain at the Firm's/Company's risk until written acceptance by the County Council; and the Firm/Company will replace, at Firm's/Company's expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the County.
- Q. 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 Firm/Company be paid any amount that exceeds the price proposed for the work performed. The Firm/Company will not be reimbursed for any profits which may have

been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Firm/Company 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 Firm/Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Firm/Company 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.

- R. The contractual obligation of Berkeley County under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- S. INTERPRETATION: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

**XII. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:**

Should any Firm/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the County Council. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under their proposal as submitted. Berkeley County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON BERKELEY COUNTY.** No requests received after **4:00 p.m., May 12, 2021** will be considered. Every interpretation made by Berkeley County will be made in the form of an addendum that, if issued, will be sent by Berkeley County to all interested parties.

**LIST OF APPENDICES THAT ARE ATTACHED**

Attachment A – Price Proposal Sheet Attachment B –

Non-Collusion Certificate

**ATTACHMENT 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: Ammunition

Bid Due Date & Time Wednesday, May 12, 2021 no later than 4:00 PM

Bid Opening Date & Time: Thursday, May 12, 2021 @ 10:00 AM

We have received and examined all documents related to the above referenced project. We hereby propose to furnish the required material, equipment and incidentals contained in this Request For Proposal (RFP).

<b>TYPE OF EQUIPMENT</b>	<b>DESCRIPTION</b>	<b>QUANTITY NEEDED</b>	<b>PRICE</b>
9mm Force on Force Marking Ammunition	FF9B2,FF9G2,FF9R2, FF9W2,FF8Y2,FF9O2	45,000 ROUNDS	
<b>Total for All Equipment</b>			

Price for **Ammunition** contained under the Scope of Work in this Request for Proposal including all addendums and attachments:

Vendor Name & Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature) (Date)

Title: \_\_\_\_\_

**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 offer or 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name