

REQUEST FOR PROPOSAL
West Virginia Northern Community College
RFP #2025-02

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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 §18B-5-4**, and subsequently the WV Higher Education Policy Commission & WV Community & Technical College System Purchasing Procedures Manual section 18b-5-9, to furnish and install a 208/120V 3-Phase natural gas powered generator and a full-service preventative maintenance plan.
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.....	May 20-31, 2024
Pre-Bid Meeting (Not mandatory).....	June 4, 2024
Vendor’s Written Questions Submission Deadline.....	June 7, 2024
All Written Questions Shall be Answered.....	June 14, 2024
Bid Opening Date.....	June 28, 2024

SECTION TWO: INSTRUCTIONS TO VENODRS SUBMITTING BIDS

Interested vendors should submit their proposal **no later than 12:00PM on June 28, 2024.** Bids can be hand delivered, mailed, or e-mailed:

West Virginia Northern Community College
RFP NO. 2024-005 “**WVNCC B&O Generator**”
ATTN: Marianne Stackhouse
B&O Building, Room 401
1704 Market Street
Wheeling, WV 26003
mstackhouse@wvncc.edu

All proposals should be clearly marked “**WVNCC B&O Generator**”.

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.

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Specifications and any questions can be directed in writing to Marianne Stackhouse by email at MStackhouse@wvnc.edu. The proposer's question and WVNCC's response will become public record. Deadline for submitting questions is **June 7, 2024**. All questions and answers will be final as of **June 14, 2024**. 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@wvnc.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.

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- 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.
- 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.

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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 ~~striketrough~~ 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.

SECTION FOUR: PROJECT SPECIFICATIONS

- 1) **Location:** 1704 Market St., Wheeling WV 26003
- 2) **Background and Current Operating Environment:** WVNCC is a public 2-year higher education institution with campuses in New Martinsville, Weirton, & Wheeling, WV. 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.
- 3) **Introduction:** The following scope of services outlines the requirements, responsibilities, and tasks involved in the installation of a backup generator at WVNCC.
- 4) **Project Overview:** The installation project aims to provide a reliable backup power source to ensure uninterrupted operations at West Virginia Northern Community College during power outages. The backup generator will be installed to supply power to critical systems, including but not limited to, administrative offices, classrooms, computer labs, and essential infrastructure.
- 5) **Scope of Work:** The scope of work includes, but is not limited to, the following:
 1. Site Assessment:
 - i. Assessing existing electrical infrastructure to ensure compatibility with the backup generator system.
 2. Generator Sizing and Selection:
 - i. Determining the appropriate generator size based on the power requirements of critical systems and facilities.

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- ii. Selecting a generator model that meets the college's specifications, including fuel type, capacity, and efficiency.
3. Permitting and Regulatory Compliance:
- i. Obtaining necessary permits and approvals from local authorities including the fire marshal for the installation of the backup generator.
 - ii. Ensuring compliance with relevant building codes, zoning regulations, and environmental requirements.
4. Procurement of Equipment and Materials:
- i. Procuring the backup generator, transfer switch, fuel supply system, and any additional equipment required for installation.
 - ii. Sourcing high-quality materials and components to ensure reliability and longevity of the generator system.
5. Installation and Integration:
- i. Installing the backup generator and associated equipment in accordance with manufacturer guidelines and industry best practices.
 - ii. Integrating the generator with existing electrical systems, including transfer switches, distribution panels, and control systems.
6. Testing and Commissioning:
- i. Conducting comprehensive testing of the backup generator system to verify functionality and performance.
 - ii. Commissioning the generator system to ensure seamless operation and readiness for deployment in emergency situations.
7. Training and Documentation:
- i. Providing training to college staff on the operation, maintenance, and troubleshooting of the backup generator system.
 - ii. Documenting installation procedures, equipment specifications, and maintenance guidelines for future reference.
8. Project Management: The project will be managed by a designated project manager who will oversee all aspects of installation, coordination with stakeholders, and adherence to project timelines and budgetary constraints.

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9. Deliverables: Upon completion of the project, the following deliverables will be provided:
 10. Installed backup generator system
 11. Documentation including equipment manuals, maintenance schedules, and operation procedures
 12. Training materials and sessions for college staff
 13. Timeline: The installation timeline will be determined based on project requirements, including site preparation, equipment procurement, and installation activities. A detailed project schedule will be developed and shared with stakeholders to ensure transparency and accountability.
 14. Budget: The budget for the installation project will cover all costs associated with equipment procurement, labor, permits, testing, and documentation. Any deviations from the budget will be communicated promptly to stakeholders for approval.
 15. Quality Assurance: Quality assurance measures will be implemented throughout the installation process to ensure compliance with industry standards and client requirements. Regular inspections and testing will be conducted to verify the integrity and functionality of the backup generator system.
 16. Conclusion: The successful installation of a backup generator at West Virginia Northern Community College will enhance the institution's resilience and ability to maintain essential services during power disruptions. By providing a reliable power source, the generator system will contribute to the safety, continuity, and efficiency of college operations.
- 6) **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. **Certifications and Licenses:** The contractor must possess all necessary certifications and licenses required by local, state, and national regulations for installing backup power systems.
 2. **Experience and References:** The contractor should have a proven track record in installing backup generators, preferably in educational or institutional settings. References from previous clients attesting to the quality of their work should be provided.
 3. **Compliance with Building Codes:** The installation must comply with all relevant building codes, including but not limited to electrical, structural, and environmental regulations.

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4. **Site Assessment and Planning:** The contractor must conduct a thorough site assessment to determine the optimal location for the generator, taking into account factors such as access, noise considerations, fuel storage, and ventilation.
5. **Generator Sizing and Capacity:** The contractor must accurately size the generator to meet the specific power requirements of the community college, including essential systems such as lighting, HVAC, security, and critical equipment.
6. **Fuel Source and Storage:** The contractor must specify the type of fuel source (e.g., diesel, natural gas) for the generator and ensure that adequate storage facilities are provided in compliance with safety regulations.
7. **Transfer Switch Installation:** A transfer switch must be installed to seamlessly switch the electrical load from the main grid to the backup generator in the event of a power outage. The contractor must ensure proper sizing, installation, and testing of the transfer switch.
8. **Warranty and Maintenance:** The contractor should provide a comprehensive warranty for the generator system and offer maintenance services to ensure its reliable operation over time. Details of the warranty and maintenance schedule should be included in the contract.
9. **Training and Documentation:** The contractor must provide training to relevant college staff on the operation and maintenance of the backup generator. Comprehensive documentation, including user manuals, maintenance procedures, and emergency protocols, should be provided.
10. **Compliance with Budget and Timeline:** The installation must be completed within the agreed-upon budget and timeline specified in the contract. Any deviations from the original plan should be communicated promptly and addressed in a timely manner.
11. **Safety Measures:** The contractor must implement appropriate safety measures throughout the installation process to protect workers, students, and faculty. This includes adherence to electrical safety protocols, proper equipment handling, and site cleanup.
12. **Permitting and Regulatory Compliance:** The contractor is responsible for obtaining all necessary permits and approvals for the installation of the backup generator and ensuring compliance with regulatory requirements throughout the project.
13. **Environmental Considerations:** The contractor must take measures to minimize the environmental impact of the installation, such as proper disposal of waste materials and compliance with emissions regulations for diesel generators.

These mandatory requirements should be clearly outlined in the contract between the community college and the contractor to ensure that the installation proceeds smoothly and meets the institution's needs and standards.

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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 items outlined in Section Four Subsection 3.
 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 evaluated based on lowest cost and best comparison to specifications 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 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 **June 28, 2024** at 3:00 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 are 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:

Firm Credentials & References	25 Points Possible
Availability of Features	15 Points Possible
Service & Support	10 Points Possible
Cost	50 Points Possible
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:

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Attachment C – 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, addendum to vendor’s standard contractual forms, 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)