

**COUNTY COMMISSION of BERKELEY
COUNTY, WEST VIRGINIA**

**Request for Proposal (RFP)
For
(2) Full-Size SUV's**

March 2025

REQUEST FOR PROPOSALS REGARDING PRICE PROPOSALS FOR (2) TWO FULL SIZE SUVs

Qualification and Price Proposals are requested from interested parties for (2) Two Full Size SUV vehicles.

****Vehicles must be in stock and ready for delivery****

A Committee (hereinafter after referred to as the “Committee”) representing the County Commission will be evaluating submissions to this request and will ultimately recommend firms judged to be both responsible and responsive to the request in every way, including having offered the most beneficial, appropriate price proposals. The Committee 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 Committee is available from the County Commission Office, 400 W. Stephen Street, Suite 201, Martinsburg, WV 25401. Inquiries should be directed to Tracie McCormick, Procurement Coordinator, 304-264-1923.

One (1) copy of submittals of Qualification & Price information from interested businesses should be enclosed in a sealed opaque envelope marked “**Full Size SUV**”. Proposals must be submitted and time-stamped into the County Commission Office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 **no later than 4:00 PM, Wednesday, March 26, 2025**, 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 **9:55 AM on Thursday, March 27, 2025**, in the County Commission 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 Commission.

I. INTRODUCTION:

Proposals are being requested from interested parties to provide two (2) Full Size SUV's. The vehicles must be delivered within (10) ten days of the bid award. Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

II. SCOPE OF WORK

A. GENERAL

The County Commission is soliciting bids from qualified and interested firms (hereinafter referred to as the "Proposer") for providing two Full Size SUV vehicles as per the attached specification sheet. It is expected that the County Commission, depending on the bids received, will contract with several Proposers to provide the vehicles as listed herein. The County Commission reserves the right to award the bid in part, in whole, or in combination which, in the opinion of the County Commission is determined to be in their best interest.

B. GUIDELINES AND REQUIREMENTS

1. Once notified of bid award Proposer will provide the selected vehicle within 10 days from bid award according to the specification sheet attached.
2. Any deviation from the specification must be duly noted in the Proposer's bid package.
3. The intent of Berkeley County is to take possession of the vehicle within 10 days of the bid award.
4. The successful bidder will be required to arrange delivery of all vehicles to 750 Baltimore Street, Martinsburg, WV, 25401.
5. Berkeley County is tax exempt. ID# 55-6000296. Do not include sales tax.

III. PRICE PROPOSAL:

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

1. Specifications and Price Proposal (Attachments) in its entirety. Berkeley County is tax-exempt. Tax ID# 55-6000296.
2. Fully executed Non-Collusion Certificate - Attachment B.
3. Proof of current business licenses.
4. Statement that only US Citizens or legal immigrants are employed.
5. Proof of minimum insurance requirements as detailed in Section IX below.
6. Any conclusions, remarks and/or supplemental information pertinent to this request.

IV. TERM OF CONTRACT:

- A. The contract will commence upon acceptance of the bid by the Berkeley County Commission.
- 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 Commission reserves the right to terminate the contract.

V. 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 Commission's possession. Berkeley County makes no warranty as to the accuracy of existing documents nor will the County Commission accept any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

VI. PAYMENT:

Invoices must be submitted to:

Berkeley County Commission
400 W. Stephen Street
Suite 201
Martinsburg, WV, 25401

Payment will be made at time of vehicle delivery.

VII. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:

No performance bond is required for this project.

VIII. 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. It is the County Commission's intent to open and review each firm's Qualifications & Experience/ Technical Proposal to determine a firm's qualifications, experience and technical approach to the services. If the Selection Committee determines that a firm's Qualifications & Experience/Technical Proposal is acceptable, than price will be considered.

- C. Selection criteria to be used by the Committee are:
1. Responsiveness to the scope of work and these instructions;
 2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
 3. Price Proposal. Berkeley County is a tax-exempt organization (ID# 55-6000296).

IX. 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 forty-five (45) 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.

X. TERMS AND CONDITIONS:

- A. The County Commission 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 Commission. 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 Commission 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 Commission.
- 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 Commission.
- 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 Commission 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. The County Commission 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 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.
- L. 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.
- M. 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.
- 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 Commission, be grounds for termination of the contract. Failure of the County Commission 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 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 Commission; 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.
- P. Termination for Convenience: Berkeley County may terminate this or any contract, in whole or in part, whenever the County Commission 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.
- Q. Termination for Default: When the Firm/Company has not performed or has had 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 Commission. 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.

XI. 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 Commission. 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. 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-Full-Size SUV & Price Proposal Sheets.
Attachment B– Non-Collusion Certificate

ATTACHMENT A

TWO (2) FULL SIZE SUV's

This sheet must be placed at the very top of your price proposal. The County Commission will utilize this sheet for purposes of reading the proposal into the public record. **Bids due no later than 4:00 PM, Wednesday, March 26, 2025.**

The proposed vehicles must all be identical and meet the following specifications as a minimum.

Berkeley County Commission seeks Two (2) full-size SUVs in stock and ready for delivery.

The proposed vehicle must meet the following specifications as a minimum.

- | | |
|--|--|
| ❖ 2024 or newer Model Year. | ❖ Backup Camera |
| ❖ No Exterior Color Preference. | ❖ Intermittent wipers. |
| ❖ Dark colored cloth interior. | ❖ Full power option (windows, locks, steering, etc.) |
| ❖ All standard equipment. | ❖ 4x4 capability. |
| ❖ Gas engine (appropriate to vehicle size/type). | ❖ Rear window wiper & washer with defroster |
| ❖ Automatic O.D. transmission. | ❖ Air conditioning. |
| ❖ ABS brakes. | ❖ Cruise control. |
| ❖ 5 passenger seating. | ❖ AM/FM radio. |
| ❖ Remote keyless entry w/2-sets of keys. | ❖ All-season tires. |
| ❖ Tilt steering wheel. | |
| ❖ Bluetooth | |

ADDITIONS TO OR DEVIATIONS FROM SPECIFICATIONS MUST BE NOTED ON THE BID DOCUMENTS.

We have received all documents related to the above referenced project. We have examined all documents and have had the opportunity to submit questions for clarification. We hereby propose to furnish the vehicle per the specifications as follows:

Year, Make & Model of Vehicle Proposed: _____.

Lump Sum Price Full Size SUV per specifications (including vehicle preparation and delivery):
\$ _____

Company Name & Address: _____

By:

(Authorized Signature)

(Date)

Title:

Email Address: _____

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 Commission 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