



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

**Request for Proposal (RFP)
For
Elevator Maintenance and Repair
Variety of Locations**

**Bid Proposal due no later than
4:00 PM, Wednesday, May 19, 2021
in the County Council Office, Suite 201,
400 W. Stephen Street, Martinsburg, WV, 25401**

**REQUEST FOR PROPOSALS
REGARDING PRICE PROPOSALS FOR
2021 BERKELEY COUNTY ELEVATOR MAINTENANCE AND REPAIR**

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

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 Jack Laing, Facilities Director at 304-620-6870

A Mandatory Pre-Proposal Conference will be held at 10:00AM on Monday, May 10, 2021 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.

Two (2) copies of submittals of Qualification & Price information from interested businesses should be enclosed in a sealed opaque envelope marked “**Berkeley County Elevator Maintenance and Repair**”. 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 19, 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 Thursday, May 20, 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 qualified companies to submit bids for a **Berkeley County Elevator Maintenance and Repair** 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 contractor shall furnish all labor and materials to systematically examine and lubricate the equipment as follows: All lubricants, greases and wiping cloths will be provided. The Contractor will adjust and clean the elevator equipment and mechanisms as necessary to render preventative care and keep the elevator equipment in proper and safe operation condition. The County shall not provide any equipment or supplies during the performance of this contract. The County has eight (8) elevators requiring routine maintenance and repair in the County-owned locations.

These lifts include hydraulic and electric units used for freight, passenger elevators, and security elevators that transport prisoners in courthouses and traction elevator. Manufacturers include Dover, U.S. Elevator, Otis, Cheney, Montgomery, Schindler and Independent. Service requirements include emergency repairs, routine preventative maintenance.

Routine preventative maintenance will be required for each elevator listed at least two (2) times per year. The RFP will include a list of all known lifts on County property, the types of services they require, descriptions of the units, and their locations. The units covered in this agreement will be serviced semiannually.

B. INTENT

It is the intent of these specifications, terms and conditions to describe elevator maintenance and repair required by Berkeley County. The successful bidder(s) shall provide maximum availability and minimum downtime of all County units through routine preventive maintenance, and will fulfill service requests in a satisfactory and prompt manner on an as-needed basis.

The County intends to award a one-year contract (with option to renew for an additional year) to the bidder(s) selected as the lowest responsible bidders whose response meets the County’s requirements.

C. LOCATIONS OF ELEVATORS 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.

DUNN BUILDING	JUDICIAL CENTER	802 EMMETT ROUSCH DRIVE
1-Dover Passenger	1-Passenger Schindler	1-Passenger
1-Freight	1-Passenger Schindler	
	1-Passenger Schindler	
	1-Passenger Schindler	
	1-Passenger Schindler	

IV. SPECIFIC REQUIREMENTS

1. Elevator Preventive Maintenance

- A. Bidder shall provide a comprehensive Maintenance Schedule for Elevator Preventive Maintenance Agreement for each location with the Bidder’s bid response. The schedule shall include a schedule routine inspection semiannually.
- B. Bidder must submit a monthly rate for Year One, for each unit bid. Rates shall include all preventive maintenance services as specified in the RFP.
- C. Bidder shall provide a comprehensive description of additional programs, services, and parts not being quoted for the elevator cars, machine rooms, elevator pits, and communication systems. This list shall include how often these diagnoses are performed and shall be submitted with the Bidder's bid response.
- D. All rates quoted shall include travel time and mileage. No additional charges for travel, time or mileage will be acknowledged or paid for by the County.
- E. After any emergency or regular repair, contractor shall immediately call the assigned Facilities Director to notify of the status of repair.

2. 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. Emergency response time for an occupied, non-operable elevator must be within thirty (30) minutes.
- B. Response time for repairs, to complete the repair if possible or begin repair process must be within twenty-four (24) hours of notification.

V. 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 quarterly report of all maintenance performed per unit.

VI. CONTRACT EVALUATION AND ASSESSMENT

- A. During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the persons designated by the County will meet with the Contractor to evaluate services performance and to identify any issues or potential problems.
- B. The County reserves the right to determine, at its sole discretion, whether:
- C. Contractor has complied with all terms of this RFP; and
- D. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the County requirements.
- E. If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for the removal of equipment and shall return County facilities to their pre-installation or original state at no charge to the County

VII. 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.

VIII. 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.

IX. TERM / TERMINATION / RENEWAL

- A. The initial term of this contract shall be for one (1) year (July 1 – June 30), commencing July 1, 2021, 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.

X. QUANTITIES

- A. Quantities listed herein are the number of elevators currently in use and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied. The County reserves the right to add or subtract elevators depending on building usage.

XI. 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.

XII. 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.

XIII. 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 Commission.
- 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.
- G. 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.

Berkeley County shall not be liable for any costs incurred by the Company/Contractor in regard to preparation of its proposal.

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 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.

- M. 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.
- N. 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
- 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. 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 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. Any property or work to be provided by the Company/Contractor under this contract will remain at the Company's/Contractor's risk until written acceptance by the County Council; and the Company/Contractor will replace, at Company's/Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- Q. 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 Company/Contractor be paid any amount that exceeds the price proposed for the work performed. 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. 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.
- S. 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.
- T. INTERPRETATION: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

XIV. 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.

XV. 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.

I. TERM OF CONTRACT:

- C. The contract will commence upon award by the County Council.
- D. 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.

II. 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 or will the County Council accepts any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

III. COMPENSATION TO THE CONTRACTOR:

Invoices must be submitted to:

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

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

IV. 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.

LIST OF APPENDICES THAT ARE ATTACHED

Attachment A – Price Quotation for Elevator Maintenance and Repairs Prices by Proposed Location.
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: **Berkeley County Elevator Maintenance and Repair**
Bid Due Date & Time: Wednesday, May 19, 2021 no later than 4:00 PM
Bid Opening Date & Time: Thursday, May 20, 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).

Price for the **Berkeley County Elevator Maintenance and Repair** contained under the Scope of Work in this Request for Proposal including all addendums and attachments:

ATTACHMENT A

PRICE PROPOSAL (con't)
(to be used as the top cover sheet for submitted bids)

LOCATION	DESCRIPTION BRAND/USE/MODEL	UNIT CA ID#	FULL SERVICE BILLED ON MONTHLY BASIS
Dunn Building 400 W. Stephen Street Martinsburg, WV 25401	One (1) U.S. Elevator passenger elevators, one (1) Freight		\$
Berkeley County Judicial Building 380 W. South Street Martinsburg, WV 25401	Five (5) Schindler passenger		\$
802 Emmett Rousch Drive Martinsburg, WV 25401	One (1) U.S. Elevator passenger		\$

**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**

	Mechanic	Team
Hourly Rate: Urgent & Emergency Response Monday - Friday 8:00 a.m. – 5:00 p.m.	\$	Covered under Contract
Hourly Rate: Urgent & Emergency Response Monday -Friday 5:00 p.m. – 8:00 a.m.	\$	\$
Hourly Rate: Week-ends and Holidays	\$	\$

**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.

Signature

Date

Printed or Typed