

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

**Request for Proposal (RFP)  
For  
Circuit Court Judge Office Renovation  
380 W. South Street  
Martinsburg, WV, 25401**

**Bid Proposal due no later than  
4:00 PM, Wednesday, November 30, 2016  
in the County Council Office, Room 201,  
400 W. Stephen Street, Martinsburg, WV, 25401**

**November, 2016**

**REQUEST FOR PROPOSALS  
REGARDING QUALIFICATION AND PRICE PROPOSALS FOR  
CIRCUIT COURT JUDGE OFFICE RENOVATION**

The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Qualification and Price Proposals from interested parties for the renovation of existing space into offices for an additional Circuit Court judge.

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 [facilities@berkeleywv.org](mailto:facilities@berkeleywv.org) or 304-676-4184.

**A Mandatory Pre-Proposal Conference will be held at 10:00AM on Tuesday, November 15, 2016 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 “**Circuit Court Judge Office Renovation**”. Proposals must be submitted and time-stamped into the County Council Office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 **no later than 4:00 PM on Wednesday, November 30, 2016.** 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, December 1, 2016 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 Contractors to submit bids for the labor and materials needed for the construction of a Circuit Court Judges office 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 County Council is requesting bids for the labor, materials and construction of an additional Circuit Court judges office located in 380 W. South Street, Martinsburg, WV, 25401

#### **1. GUIDELINES AND REQUIREMENTS**

- a. The proposed scope of service involves the renovation of existing space into office space for an additional Circuit Court judge in accordance with the plans contained in Attachment “C”.
- b. Successful contractor will be responsible for providing all labor and materials needed for an additional Circuit Court judge office to include but not be limited to:
  - Removal of all existing carpet and non-load-bearing walls where needed.
  - 2x4 typical stud wall construction walls to determined height (8’ height most likely).
  - Walls capped with ¾” board, TBD.
  - Option for batt insulation in walls for sound dampening. R-value TBD.
  - 2x6 typical stud wall construction at rear of restroom to facilitate new plumbing fixtures and piping.
  - Ground fault circuit interrupter (GFCI) receptacle mounted at typical height by restroom sink.
  - Motion sensor light switch used to control restroom lighting.

- Typical wall vanity lighting, TBD
  - Typical ceiling lay in lights TBD by illumination needs.
  - All components including new doors and hardware to match colors of existing materials. Locking mechanisms to match quality of existing locks in building.
  - Style/color of flooring and cove base, TBD
  - Existing doors/windows to be removed and wall sections closed to match existing materials/construction.
  - Kitchenette (base cabinets/sink base and wall cabinets) added to northern wall of foyer area. Layout attached. Exact dimensions will be determined in field. Finishes TBD.
  - Typical 2x4 stud wall constructed separating kitchenette from foyer area. To be constructed on top of existing carpet and to meet existing finished ceiling without interfering with any existing components.
  - 3'0"Wx6'8"T drywall opening centered in new wall.
  - All components hardware to match colors of existing materials.
  - Ground fault circuit interrupter (GFCI) receptacles mounted at typical height above counter top using applicable codes to determine exact placement.
  - South end of room to receive typical 3'0" x 6'8" doors (refer to layout for position and swing). All components of the new doors and their hardware to match colors of existing materials. Locking mechanisms to match quality of existing locks in building.
- c. Contractor will not be responsible for data cabling but must work with the Berkeley County IT Department in providing access for data cabling and data port installation.
- d. Work to begin immediately upon award. Successful bidder will be expected to meet with County Representatives immediately after bid award to develop a work schedule. All work is to be completed no later than January 31, 2017.
- e. Company/manufacture will be responsible as part of their proposal for delivery of all materials to 380 W. South Street, Martinsburg, WV, 25401.
- f. Contractor will assure that the addition complies with provided engineered drawings in Attachment "C" and all federal, state and local fire, safety, and building codes.
- g. Contractor must contact Tommy Puffenburger at 304-676-4184 should there be any questions or problems.
- h. This project is not subject to prevailing wage.
- i. Berkeley County is a tax exempt organization. Tax number 55-6000296.

#### **IV. Q&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 Contracting firm and parent company, if any, from which the project will be managed.
2. Nature of Contracting firm and parent company, if any.

##### B. Firm Capabilities

1. Describe the size of your firm/project office as related to size of staff.

##### C. Firm Principals and Background

1. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for the project during the performance of the contract. Please assure that the information provided includes specialized experience and technical competence in providing relevant services on similar sized projects during the past three (3) years.
2. Describe in depth the operations team available to the "principal" staff member(s). Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephone consultations and on-site meetings.
3. Provide a list of at least three (3) but no more than five (5) similar and/or relevant projects that you have completed during the past five (5) years. This information must include the business name, contact person, address, email address, and phone number.

D. 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 services listed-Attachment A
2. Fully executed Non-Collusion Certificate - Attachment B.
3. Proof of current business licenses.

4. Any conclusions, remarks and/or supplemental information pertinent to this request.

**VI. TERM OF CONTRACT:**

- A. Work is to commence immediately upon award and must be completed no later than January 31, 2017.
- 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 will be paid only upon satisfactory completion of the project. Invoices must be mailed to:

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

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

**IX. INSURANCE REQUIREMENTS:**

**Professional Liability** – The successful Bidder must show evidence of professional 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 and must include coverage for errors, omissions and negligent acts, prior to execution of a contract with Berkeley County.

**X. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:**

No performance bond will be required for this project.

**XI. 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. It is the County Council'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.
- D. 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.
- E. 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. Specialized experience and technical competence in performing relevant services in the past ten (10) years, including qualifications of staff members who will be involved in these services;
  - 4. Oral presentations, if required;
  - 5. Composition of the principals and staff assigned to provide these services, particularly the proposed manager and immediate staff, and their qualifications and experience with services such as that being proposed;
  - 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
  - 7. Firm's capacity to perform the work, giving consideration to current workloads;
  - 8. Firm's familiarity with problems applicable to this type of services;
  - 9. References from previous clients, including size and scope of the services, name and telephone number of contact person.
  - 10. Price Proposal.

## **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 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.

### **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 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.
- 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.

#### **XIV. 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. 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 – Circuit Court Judge Office Renovation Price Proposal

Attachment B – Non-Collusion Certificate

Attachment C – Plans for Office Renovations for Circuit Judges Office-One (1) Page.

**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: Circuit Court Judge Office Renovations.

Bid Due Date & Time: Wednesday, November 30, 2016 no later than 4:00 PM

Bid Opening Date & Time: Thursday, December 1, 2016 @ 10:00 AM

We have received all documents related to the above referenced project. We have examined all documents, 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 project.

Lump Sum Price for all **Labor, Materials and Construction needed for Circuit Court Judge Office Renovations at 380 W. South Street, Martinsburg, WV, 25401** contained in Request for Proposal including all addendums and attachments:

\$ \_\_\_\_\_

Contractor Name & Address: \_\_\_\_\_

\_\_\_\_\_

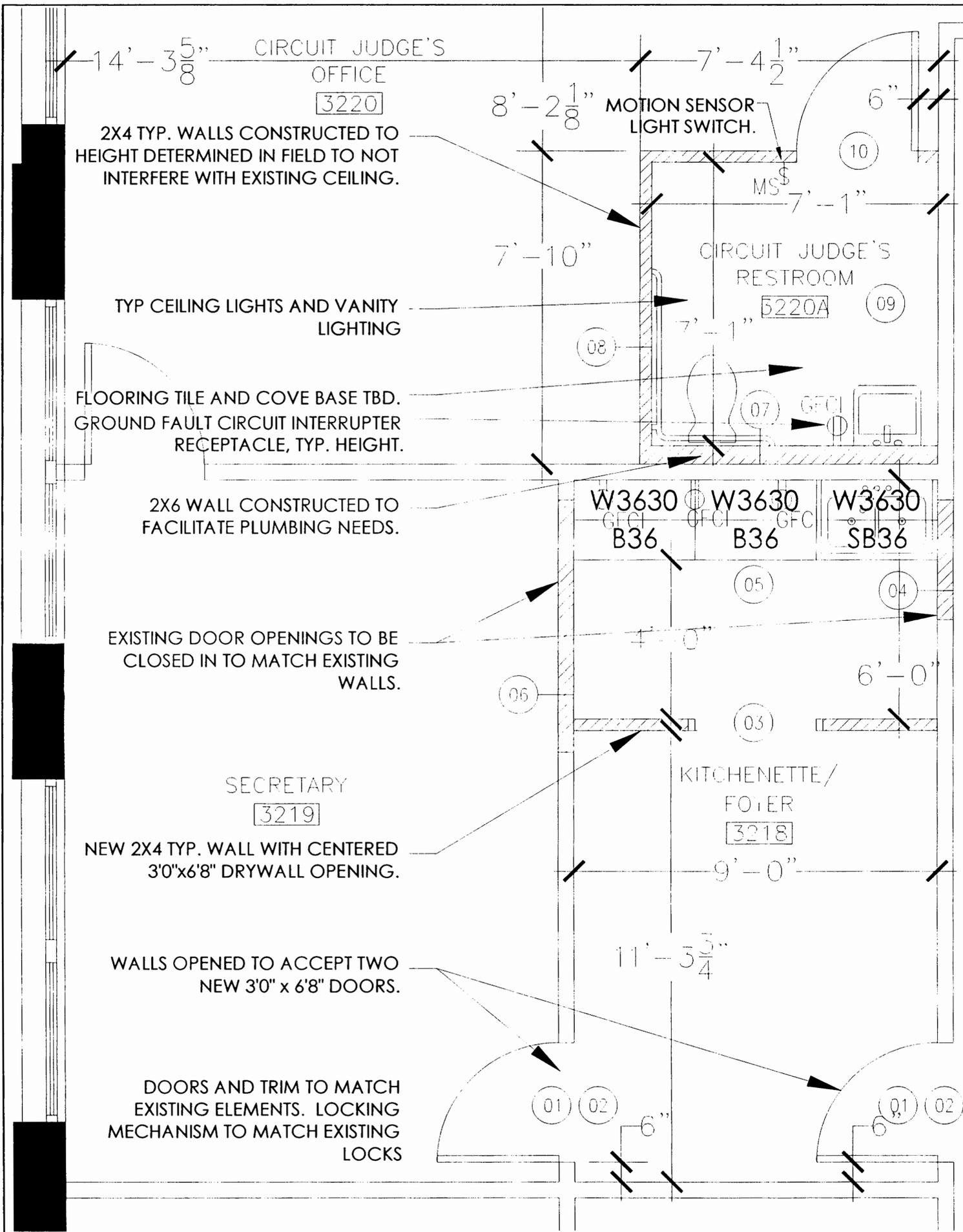
By: \_\_\_\_\_  
(Authorized Signature) (Date)

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

West Virginia Contractor's Number: \_\_\_\_\_



# **ATTACHMENT “C”**



1. 36"W x 6'8"T OPENING TO ACCEPT NEW DOOR. MATERIALS & COLORS TO MATCH EXISTING ELEMENTS. EXISTING DOORS SPECIFICATIONS FOUND IN O&M MANUAL THAT CAN BE DISTRIBUTED PER REQUEST.
2. LOCKING MECHANISMS TO MATCH QUALITY AND TYPE OF LOCKS EXISTING THROUGHOUT BUILDING.
3. TYP. 2X4 STUD WALL CONSTRUCTED ON TOP OF FINISHED FLOORING AND BUTT AGAINST FINISHED CEILING BUT TO NOT INTERFERE WITH EXISTING ELEMENTS. MATERIAL/COLORS TO MATCH EXISTING. 3'Wx6'8'T DRYWALL OPENING CENTERED.
4. EXISTING DOOR OPENING WALLED CLOSE WITH MATCHING MATERIAL/CONSTRUCTION AS EXISTING WALL.
5. 9' WIDE KITCHENETTE INSTALLED WITH BASE, SINK BASE, AND WALL CABINETS SPECIFIED IN LAYOUT.
6. EXISTING DOOR/WINDOW OPENING WALLED CLOSE WITH MATCHING MATERIAL/CONSTRUCTION AS EXISTING WALL.
7. 2X6 TYP. WALL CONSTRUCTED AS BACKING/HOUSING FOR PLUMBING AND PLUMBING FIXTURES.
8. 2X4 TYP. WALLS CONSTRUCTED AT HEIGHT TBD IN FIELD TO NOT INTERFERE WITH EXISTING CEILING. MATERIAL/CONSTRUCTION TO MATCH EXISTING WALL.
9. 7'1"x7'1" ADA COMPLIANT RESTROOM. DROP TILE CEILING, LIGHTING, AND VENTILATION USED AT DETERMINED HEIGHT AND TO APPLICABLE CODES.
10. 36"x6'8" ADA COMPLIANT RESTROOM DOOR. LOCKING MECHANISMS TO MATCH QUALITY AND TYPE OF LOCKS EXISTING THROUGHOUT BUILDING.
11. ALL APPLICABLE BUILDING CODES AND ADA REGULATIONS MUST BE OBSERVED AND MAINTAINED.

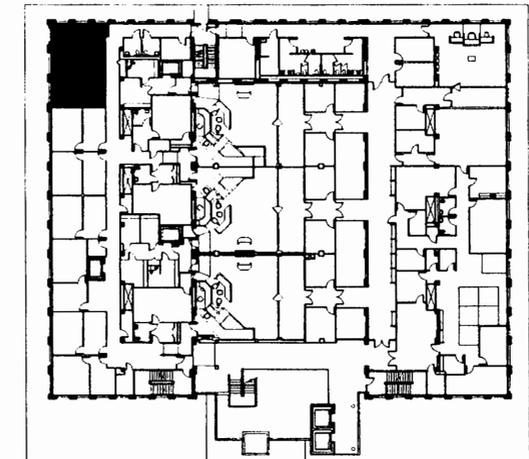
A-2.2

GENERAL NOTES

A-2.1

RENOVATIONS FOR CIRCUIT JUDGE'S OFFICE

SCALE: 1/4" = 1'



A-2.3

THIRD FLOOR KEY MAP



**BERKELEY COUNTY COUNCIL**

400 W. STEPHEN STREET, SUITE 201  
MARTINSBURG, WV 25401  
WWW.BERKELEYWV.COM

RENOVATIONS

LAYOUT

PLANS NOT TO BE USED FOR CONSTRUCTION: ALL OF THE EXISTING COMPONENTS MUST BE FIELD VERIFIED DUE TO LACK OF EXISTING STRUCTURAL, MECHANICAL, & ARCHITECTURAL PLANS

DATE: 11/2/16

**BERKELEY COUNTY JUDICIAL CENTER**  
BERKELEY COUNTY COUNCIL  
380 WEST SOUTH STREET  
MARTINSBURG, WV 25401

CAD FILE:

DRAWN BY: A.J.R., B.S.Arch.

CHECKED: BCC

DATE: 11/2/16

SHEET:

**A-2**

OF: 2 of 4

JOB: