

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

**Request for Proposal (RFP)  
For  
Construction Loan  
For  
520 S. Raleigh Street**

**April, 2020**

**REQUEST FOR PROPOSALS  
REGARDING QUALIFICATION AND PRICE PROPOSALS FOR  
CONSTRUCTION LOAN FOR 520 S. RALEIGH STREET**

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 a Construction Loan for renovations being done at 520 S. Raleigh Street, Martinsburg, WV, 25401.

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 and 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 Alan J. Davis, County Administrator, at (304) 267-5102.

Submittal of Qualifications & Price information from interested businesses should be enclosed in a sealed opaque envelope marked **“520 S. Raleigh Street Construction Loan”**. 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 p.m. on Wednesday; May 13, 2020.** 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 14, 2020 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 financial service firms to provide a construction loan for renovations being done to property owned by the Berkeley County Council (hereafter referred to as "County Council" or "Council") and located at 520 S. Raleigh Street, Martinsburg, WV, 25401. Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

## II. SCOPE OF SERVICES REQUIRED:

- A. Amount of Construction/Renovation Loan: \$3.8 million (Bank Qualified)
- B. Loan to be secured by: 520 S. Raleigh Street.
- C. Type of Loan: Non-revolving construction line-of-credit.
- D. Term of Loan: 18 months.
- E. Payments: Monthly interest only payments during the course of construction.
- F. It is the County's intent to convert the principal amount to a 20 year (240 month) fixed rate loan upon completion of the project.

## III. Q&E / Technical Proposal:

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal. ***At a minimum, your 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 project will be managed.

### B. Firm Capabilities

- 1. Describe the size of your firm/project office as related to professional 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 service during the performance of the contract.

### D. Miscellaneous Requirements:

All proposals must provide written proof that:

- The financial institution is licensed to provide banking services in the State of West Virginia.

- E. 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.

**IV. PROPOSAL:**

- A. At a minimum, Proposal shall include the following:
  - 1. Technical information regarding the financial institution as specified above.
  - 2. Response to all loan information listed on Attachment A
  - 3. Fully executed Non-Collusion Certificate - Attachment B.
  - 4. Any conclusions, remarks and/or supplemental information pertinent to this request.

**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 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.

**VI. 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 Proposal to determine a firm's qualifications, experience and technical approach to the services.
- 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 five (5) business days following notification.
- E. Selection criteria to be used by the Committee are:
  - 1. Responsiveness to the scope of work, these instructions, and pricing.

**VII. 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 ten (10) business 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.

**VIII. 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 provide 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 currently licensed 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.

**IX. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:**

Should any Firm/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the County Council. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under their proposal as submitted. Berkeley County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON BERKELEY COUNTY.** 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**

Appendix A – Response to Scope of Work Requirements.

Appendix B – Non-Collusion Certificate.

**APPENDIX A**  
**RESPONSE TO SCOPE OF WORK**  
(Bidder's must provide a response to all of the below questions)

- I. Location/address of local bank location.
- II. Affirmation that the financial institution submitting the proposal for services is authorized to perform such services under the laws of the State of West Virginia and the United States of America.
- III. Name, address, telephone number & e-mail address of local representative/contact for all account issues or problems.
- IV. Interest rate charged on the construction loan.
- V. Loan origination fee.
- VI. Term of the construction loan (must be a minimum of 18 months).
- VII. Affirmation that interest-only will be paid during construction/renovations and that the principal will be due at completion.
- VIII. Affirmation that there will be no prepayment penalties.
- IX. Indicate the maximum loan-to-value percentage.
- X. Will an appraisal be needed? If so, the timeframe for appraisal completion and party responsible for payment of the appraisal.
- XI. Party responsible for normal and customary closing costs.
- XII. Will the financial institute request that the loan be secured with a 1<sup>st</sup> credit line deed of trust on 520 S. Raleigh Street?

**Your response can be as brief or detailed as deemed necessary but must address all of the above.**

