

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

**Request for Proposal (RFP)
For
Church Street Parking Lot Upgrade**

April, 2020

**REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS & PRICE PROPOSALS FOR
CHURCH STREET PARKING LOT UPGRADE**

The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Proposals from interested parties for Church Street Parking Lot Upgrade located on Church Street, Martinsburg, WV.

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select a company/contractor 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 & experience as well as price proposals. Bid specifications containing 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.

Because of the coronavirus pandemic the traditional Mandatory Pre-Proposal Conference will not be conducted. However, interested Contractors must contact Mr. Jack Laing, Facilities Director, at 304-620-6870 to schedule a time to inspect the parking lot and take the necessary measurement.

Three (3) copies of submittals of Qualification/Experience & Price information from interested businesses should be enclosed in a sealed opaque envelope marked “**Church Street Parking Lot Upgrade**”. 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 20, 2020.** Failure to provide the required information as requested in the RFP for Berkeley County’s review may result in disqualification of that Company/Contractor.

Proposals will be opened and entered into public record at 10:15 a.m. on Thursday, May 21, 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 qualified contractors to complete Church Street parking lot upgrades by providing excavating services, adding asphalt, and striping in the employee parking lot located on Church Street 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 region 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 Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area.

Due to 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:

The County Council requests that interested parties provide the following services:

A. General

The contractor shall furnish all labor, equipment, and supplies necessary for performing the work specified. The County shall not provide any equipment or supplies during the performance of this contract.

1. WORK TO BE PERFORMED

Employee Parking Lot Upgrade located on Church Street-behind the Dunn Building (approximately 14,760 square feet).

- a) Remove center island and provide required excavating services prior to paving.
- b) Install gravel base as needed.
- c) Install asphalt for the entire lot, including the trash enclosure, and the entrance to the delivery door.
- d) Striping parking lot.
- e) Form & pour concrete dumpster pad.
- f) Clean up any debris from the County’s property.

Each bidder is responsible for inspecting the areas listed above prior to submitting a proposal. **Bidders having questions about locations, scope of work at each location, etc. should contact Mr. Jack Laing, Facilities Director, at 304-620-6870. Mr. Laing shall respond in writing and shall make such questions and responses available to all bidders, as an addendum to the RFP.**

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 Q&E / Technical 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, and fax number of firm and parent company, if any, from which the project will be managed.
2. Nature of firm and parent company, if any.
3. Name, address, telephone number, and fax number of the local representative.

B. References

1. Provide the name, address and telephone number of at least three (3) clients that attest to the quality of your work.

C. Miscellaneous Requirements

All proposals must provide written proof that:

- The selected Company/Contractor is licensed to conduct business in the State of West Virginia and the City of Martinsburg.
- The selected Company/Contractor must certify that it is employing only US Citizens or those persons legally in the United States.
- The selected firm must show proof of current workers compensation coverage or payroll information which will show that such coverage is not required.

- 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 price quotation for each of the proposed locations-Attachment A
2. Fully executed Non-Collusion Certificate - Attachment B
3. Proof of current workers compensation coverage, if required.
4. Proof of current business licenses.
5. Proof of adequate liability insurance as specified below.
6. Statement/proof that the Company/Contractor employs only US citizens or those persons legally in the United States.
7. Any conclusions, remarks and/or supplemental information pertinent to this request.

VI. TERM OF CONTRACT:

A. Work is expected to commence as soon as possible after award of the contract (weather permitting).

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.

VII. USE OF EXISTING DOCUMENTS:

Berkeley County will cooperate to the fullest extent by making available to the Company/Contractor 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 Company/Contractor having relied upon them.

VIII. COMPENSATION TO THE COMPANY/CONTRACTOR:

The successful Company/Contractor shall invoice the County Commission on a monthly basis. All invoices shall include a detailed description of services provided to include location and dates of service. Payment shall be made within thirty (30) calendar days of receipt of invoices as approved by the County.

IX. 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.

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. The Facilities Director or other designated representative of 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 and responsible Company/Contractor, who presents the lowest bid, the Council reserves the right to schedule oral presentations from those firms it deems most qualified, to take place within ten (10) business days following notification.
- D. Selection criteria to be used by the Council 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 three (3) years, including qualifications of staff members who will be involved in these services;
 - 4. Oral presentations, if required;
 - 5. Firm's capacity to perform the work, giving consideration to current workloads;
 - 6. References from previous clients, including size and scope of the services, name and telephone number of contact person.
 - 7. 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 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.
- 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/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.
- E. 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.
- F. 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.
- H. Berkeley County shall not be liable for any costs incurred by the Company/Contractor 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 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.
- 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.
- R. 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.
- 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 Company/Contractor 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 Companies/Contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Company/Contractor to receive any such addendum or interpretation shall not relieve such Company/Contractor 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. No requests received after 4:00 p.m., Monday, May 18, 2020 will be considered.** 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 – Price Quotation for Parking Lot Upgrade located on Church Street
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: Church Street Parking Lot Upgrade

Bid Due Date & Time: Wednesday, May 20, 2020, no later than 4:00 PM

Bid Opening Date & Time: Thursday, May 21, 2020 @ 10:15 AM

We have received all documents related to the above referenced project. We have examined all documents 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 Parking Lot Upgrade contained in Request for Proposal including all addendums and attachments:

\$ _____

Contractor Name & Address: _____

By: _____
(Authorized Signature) (Date)

Title: _____.

**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.

Date

Signature

Printed or Typed Name