

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

**Request for Qualifications (RFQ)
and Expression of Interest (EOI)**

For

**Facilities Condition Assessment and Historic Structures
Report for 315 W. Stephen Street, Martinsburg, WV
(The Crawford Building)**

October 2018

**BERKELEY COUNTY COUNCIL
MARTINSBURG, WEST VIRGINIA**

The County Council of Berkeley County, WV (herein after referred to as the “County Council” or “Council”) is requesting qualifications and an expression of interest for the preparation of a Facilities Condition Assessment and Historic Structures Report for the Crawford Building, located at 315 W. Stephen Street, Martinsburg, WV 25401. This project is to be partially funded through grant funding received by the State Historic Preservation Office and is required to meet all Secretary of the Interior Standards.

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. The County Council intends to interview some or all prospective firms to discuss Qualifications 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 304-263-1923. Inquiries should be directed to Gary Wine, Deputy County Administrator, 304-267-5113.

Six (6) copies of submittals of Qualifications from interested businesses should be enclosed in a sealed opaque envelope marked “Request for Qualifications Facilities Condition Assessment and Historic Structures Report for 315 W. Stephen Street”. 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, November 28, 2018. Failure to provide the required information as requested in the RFQ for Berkeley County’s review may result in disqualification.

Proposals received will be opened and entered into public record on Thursday, November 29, 2018 at 10:00 A.M. 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

The County Council of Berkeley County, West Virginia, (hereinafter referred to as “County Council” or “Council”) is requesting qualifications from engineering firms for a facilities condition assessment and historic structures report for 315 W. Stephen Street, Martinsburg, WV 25401 (herein after referred to as the “Crawford Building”. This project is to be partially funded through grant funding received by the State Historic Preservation Office and is required to meet all Secretary of the Interior Standards. Written responses to this RFQ and oral interviews of the top three (3) candidates, as determined by the written responses, shall be considered. All materials submitted shall become part of the proposal.

The contact person for this RFQ is Gary Wine, Deputy County Administrator, 304-267-5000 ext. 3102.

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. Brief history of the building describing significant events and individuals associated with the building and describing changes in the building over time. This shall include owners, architects, builders and users.

B. Description and condition assessment of the exterior of the building, including all architectural features and elements. Identification of features that are character defining for the building. (i.e. Roof, gutters, walls, windows, foundation, entrances, paints, embellishments, etc.)

C. Description and condition assessment of the interior of the building, including all architectural features and elements. Identification of features that are character defining for the building. (i.e. Floors, ceilings, walls, windows, staircases, paints, doors, etc.)

D. An analysis of the structural integrity of the building, building envelope, electrical systems, mechanical systems, plumbing systems, and moisture intrusion.

E. An analysis of ADA compliance concerns for the building.

F. Cost estimates for repairs necessary to reopen building, as identified through aforementioned analyses, while maintaining historic integrity of structure.

G. Graphic recordation of the building using photographs, drawings, or other media as appropriate.

H. A minimum of three copies of the report will be provided to the Berkeley County Council.

IV. REQUIRED CONSULTANTS

This project requires a West Virginia-licensed structural engineer who has successfully completed similar projects in the past.

All consultants must have ability to complete the project by April 30, 2019.

V. MANDATORY PRE-SUBMISSION CONFERENCE AND WALK-THROUGH

A walk-through of the Crawford Building will be scheduled on Monday, November 19, 2018 at 2:00 P.M. for interested firms prior to submission of qualifications. All prospective bidders shall report to 400 W. Stephen Street, Suite 205, Martinsburg, WV 25401.

VI. Q&E/TECHNICAL PROPOSAL

Respondent shall respond to and reference each section and subsection for portion(s) of RFQ 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 (landline and cell), fax number of Engineering firm and parent company, if any, from which the project will be managed.
2. Nature of Engineering 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. Miscellaneous Requirements:

All proposals must provide written proof that:

The selected firm has the required professional licensing to conduct business in the State of West Virginia.

The selected Company/Firm must certify that it is employing only US Citizens or those persons legally in the United States.

The selected Company/Firm must show proof of current workers compensation coverage in good standing or payroll information which will show that coverage is not required.

If subcontractors are used, subcontractors must also provide proof of professional licensing license and workers compensation in good standing (if applicable).

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.

VII. PROPOSAL

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

1. Complete, detailed narrative addressing all items in Section VI above.

2. Fully executed Non-Collusion Certificate - Attachment A.
 3. Proof of all current business and/or engineering licenses as required by law.
 4. Statement that only US Citizens or legal immigrants are employed.
 5. Proof of minimum insurance requirements as detailed in Section IX below.
 6. Proof of current workers compensation coverage, if required.
 7. Any conclusions, remarks and/or supplemental information pertinent to this request.
- B. No submission shall include a cost proposal. Cost of the assessment and report shall be negotiated with the most qualified firm.

VI. TERM OF CONTRACT

- A. The Berkeley County Council will make their selection approximately two weeks from the date of final interview and will expect to sign a contract with the consultant within two (2) week of selection. Contract terms are subject to approval by the State Historic Preservation Office.
- 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 or will the County Council accept any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

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

There is no performance bond required for this project.

XI. SELECTION PROCESS

- A. The Qualification Proposal may not include any cost estimates for this project, per the bidding requirement of the State Historic Preservation Office. Price will be determined through fair negotiation with the most qualified firm.
- 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 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 shall schedule oral presentations from those firms it deems most qualified, to take place within ten (10) business days following notification.
- E. Responses to the RFQ and oral interviews will be scored up to 75 possible points. Selection criteria to be used by the Committee are:
 - 1. Responsiveness to the scope of work and these instructions;
Score Weight: 10/75 points
 - 2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
Score Weight: 10/75 points
 - 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;
Score Weight: 10/75 points
 - 4. Oral presentations;
Score Weight: 5/75
 - 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;
Score Weight: 10/75 points

6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
Score Weight: 5/75
 7. Firm's capacity to perform the work, giving consideration to current workloads;
Score Weight: 10/75 points
 8. Firm's familiarity with problems applicable to this type of services;
Score Weight: 10/75 points
 9. References from previous clients, including size and scope of the services, name and telephone number of contact person.
Score Weight: 5/75
- F. Competitors' qualifications will be evaluated and the most qualified competitor will be selected, subject to good faith negotiation of fair and reasonable compensation.

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.

- G. All offers of award and subsequent contract are subject to approval by the State Historic Preservation Office.

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 submit a proposed contract within ten (10) business days after notification of award. All proposed contracts are subject to approval by the State Historic Preservation Office. No contract shall be awarded without oral interview.
- 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 RFQ 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 by the State Historic Preservation Office 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 RFQ 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 and Walk-Through.
- 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.
- R. **Termination for Default:** When the Firm/Company has not performed or has had unsatisfactorily performed the contract, Berkeley County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County 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.
- S. 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.
- T. **Interpretation:** The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

XIV. PAYMENT PROCESS

The consultant will be reimbursed for services rendered up to the negotiated amount. Consultant will not be reimbursed for travel expenses. The consultant will be paid within thirty (30) business

days after satisfactory completion of the document and final approval of the report by the County and State Historic Preservation Office.

XV. 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.

