

REQUEST FOR PROPOSALS

**Upshur County Courthouse and Annex:
Exterior Doors Replacement Project
Grant Number: 20cycUpshu2023
March 16, 2023**



Upshur County Commission

91 West Main Street, Suite 101
Buckhannon, WV 26201
304-472-0535
www.upshurcounty.org

APPROVED

MAR 16 2023

UPSHUR COUNTY COMMISSION
[Signature] KGT *[Signature]*

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Selection Schedule

March 17, 2023	RFP document available from Owner
April 4, 2023	Mandatory Pre-Bid Meeting
April 12, 2023	Proposals received by Owner no later than 4 p.m.
April 13, 2023	Opening of the sealed bids and anticipated award of contract

Description of Project

The Upshur County Courthouse and Administrative Annex are located in the center of downtown Buckhannon, West Virginia, at the intersection of Main Street and Locust Street. The Upshur County Courthouse was constructed between 1899-1901. Directly beside the Courthouse, is the Courthouse Annex, constructed in 1994. The Courthouse was listed on the National Register of Historic Places on December 31, 2009 as part of the Downtown Buckhannon Historic District. The Courthouse Annex mimics the Courthouse architecture featuring a brick exterior adorned with white accents and a beautiful entrance with concrete pillars on either side of the main doors. Preserving the architecture of both facilities and replacing the exterior doors will allow the facility to remain intact and continue to add historical significance to our quaint community.

The project includes two locations: one being the main Upshur County Courthouse and the other being the Courthouse Annex that attaches to and compliments the existing main Courthouse facility. The doors affixed to the main Courthouse are not original to the facility; however, they are aged. The doors on the Annex are original to the facility; which was constructed in 1994, making them 28 years old.

The integrity of the floors and dry wall in the foyer of the Annex is becoming an increasing concern. There has been damage incurred to the drywall directly inside the facility on both the right and left sides. The floor is also showing wear and tear from water, snow, sleet and ice entering the building through the poor sealing of the doors. They also lack gaskets to properly secure the door when they are closed. Furthermore, the doors on this facility face North-West, which receives the brunt of the weather elements. Replacement doors are necessary to prevent further damage in the Annex and also to the Courthouse. Noteworthy, maintaining the visual appeal in updating both doors simultaneously are important to keep both buildings looking similar. Citizens utilize both buildings to obtain birth certificates, marriage licenses, death certificates, voter registration, handle estates, record deeds and attend Court County Commission Meetings. The current doors are lacking in weather-proofing and causing water, sleet, snow and ice to enter the building causing interior drywall and floor damage. The goal is to prevent further damage to the drywall and floors and also maintain the

integrity of security equipment that is located within a few feet of the interior entrance into each facility.

Scope of Work

The Upshur County Commission is soliciting proposals from qualified and experienced contractors to furnish labor, materials and performance of all recommendations set forth in the below scope of work. The project must be completed by October 31, 2023 and shall adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The Commission has received the below recommendations for the replacement of the exterior doors of the Courthouse and Annex:

- (1) Complete removal of the existing doors on both the main Courthouse and Annex facilities.
- (2) Install commercial storefront entrance replacements that will be an unequal pair.
- (3) The doors will contain an active leaf concealed rod panic hardware system consisting of a stationary leaf and top and bottom flush bolts. Each frame size will be customized to fit the separate buildings.
- (4) The doors will contain Low-E Tempered Glazing.
- (5) The system will contain a 1200lb Maglock.
- (6) The unit operators will have all new hardware and a push to open plate on each door.
- (7) The doors will be reconnected to access controller and be re-wired.
- (8) Install aluminum pedestals for the push to open plates that are attached to each door.

Note: The Upshur County Courthouse Annex door opener became defective in March 2023 and was replaced with a new Auto 5342V unit. The commercial storefront replacement door's unit operators, described within this RFP, must be compatible with the door opener that was replaced in March 2023.

The present exterior should maintain its existing appearance.

This project is not subject to Prevailing Wage Rates.

This Request for Proposal (RFP) provides site background information and describes required information to enable qualified contractors to prepare and submit responsive proposals consistent with the required proposal format. The purpose of this specification is to solicit complete and comprehensive proposals from qualified and experienced contractors for the provision of the requested scope of services. Responsive proposals in the required format will enable the Upshur County Commission the ability to select a contractor to provide the requested services. To be considered responsive, sealed proposals must be submitted to the Upshur County Commission at the place and time specified herein and must provide all of the required information relative to content and format specified herein.

Bid Guarantee

Each bidder shall deposit with the bid, a guarantee for not less than ten percent (10%) of the aggregate amount of the base bid. In lieu of the Bid Bond and Performance Bond, the vendor may provide certified checks, cashier's checks or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. Personal or business checks are not acceptable.

Security for Faithful Performance

Simultaneously with the delivery of the executed contract, the Contractor shall furnish a performance bond or bonds as security for faithful performance of the contract and for the payment of all persons performing labor on the project. The surety on such bond or bonds shall be from a duly authorized surety company satisfactory to the Owner.

Non-Discrimination in Contracts

The Upshur County Commission prohibits the discrimination of any person based upon actual or perceived race, color, national origin, sex, religion or age. This project is subject to all non-discrimination requirements under federal and state law.

Mandatory Pre-Site Visit

A mandatory pre-bid site visit at the Courthouse and Annex will be held on Monday, April 4, 2023 at 2:00 p.m. Only those individuals/contractors whom visit the site for an initial inspection of the area will be permitted to submit a bid.

Proposal Format

Proposals must be prepared and submitted in the following format:

- A two-envelope system will be used.
Envelope No. 1 must have the following information presented on the front:

Name and address of Bidder
Exterior Doors Replacement Project

Envelope No. 2 labeled "Bid Proposal" shall also be placed inside of Envelope #1.

Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance. If such documents are found to be in order, Envelope No. 2 "Bid Proposal", will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No.1 are not in order, Envelope No. 2 "Bid Proposal" will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder.

The following shall be placed within Envelope No. 1:

- Identification

Name of company, including phone number, fax number, and mailing and electronic addresses and lead contractor that would be assigned to the project.

- Qualifications and Experience of the Firm
 - a. A brief summary of the contractor's qualifications and capabilities.
 - b. Past project experience including summaries of at least three (3) relevant projects and scopes of work, as well as client contact information.
 - c. Proposal must identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the applicant's statement of qualifications.
 - d. Description of the approach that will be used to complete the tasks described in this scope of work.

- Preliminary Project Schedule
 - a. Provide a proposed timeline for the commencement, duration and completion of this project while adhering to the mandatory completion date of October 31, 2023.

- Contractor shall furnish any and all requested and/or required documentation, including but not limited to the following:
 - Business License
 - Contractor's License
 - Certificate of Insurance - at least \$1,000,000 liability limit with Upshur County Commission named as an additional insured
 - Certificate of Coverage of Workers' Compensation or Approved Waiver
 - Bid bond in the amount of ten percent (10%) of the proposal. The bond shall be issued by an insurance company licensed to do business in West Virginia or in the form of a certified check, cashier's check or irrevocable letter of credit. Upon award of the contract, the bid bond will be returned and a performance bond must be obtained and filed with the Upshur County Commission.
 - Affidavit of Non-Collusion
 - Proof that all municipal business and occupation taxes levied or accrued against the contractor have been paid and a certificate of good standing from the Tax Commissioner are required before the final payment will be made, pursuant to WV Code §11-10-11(d).
 - Any Additional Documentation as Required by the Owner

Envelope No. 2 shall contain the following:

- Fee Schedule
 - a. Basis of Bid Pricing Sheet, attached.
 - b. Include standard billing rates and any unlisted project requirement components. Must include a written listing of all assumptions used to prepare price quotations. **If possible, identify suggested products to be used: include manufacturer's product name, make or model number and physical properties, appearance, and other characteristics of the specified product.**

The selected contractor will be required to enter into an agreement with the Upshur County Commission which will include the requirements of this RFP as well as other requirements. By submitting a proposal, the bidder agrees to all of the terms in this RFP.

The selected contractor will ensure that all work is conducted in accordance with federal, state and local laws and regulations.

Submission

Interested firms shall submit one original and one copy of their proposal in a sealed envelope to:

Upshur County Commission
c/o Cindy Hughes
Upshur County Courthouse and Annex:
Exterior Doors Replacement Project
91 W Main Street, Suite 101
Buckhannon, WV 26201

Proposals must be received no later than 4:00 p.m. on Wednesday, April 12, 2023.

Submittals that are not received at the designated address on or before the specified deadline will not be accepted. Neither facsimile nor electronic transmissions will be accepted.

Evaluation Criteria

All proposals which are deemed fully responsive to this RFP will be evaluated. To be deemed fully responsive, attendance at the pre-bid meeting as specified above, proposals must be submitted to the Upshur County Commission in the format specified and prior to the deadline at the address specified above. After receipt, proposals will be reviewed for responsiveness on Thursday, April 13, 2023 during the regularly scheduled Commission Meeting held in the Commission Meeting Room located at 38 West Main Street, Room 301, Buckhannon, WV 26201.

The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Bid Pricing Sheet contains alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

The Upshur County Commission reserves the right to reject any and all proposals.

Additional Information

This solicitation for proposals is not a contract nor commitment of any kind.

The Upshur County Commission is not liable for costs nor expenses incurred in the preparation of the bidder's proposal. Notwithstanding any other provision herein, the Upshur County Commission reserves the right in its sole discretion to waive minor technical deficiencies in the proposals.

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on Upshur County Commission.

The Upshur County Commission may request clarification and additional information from any proposer.

The Commission may require up to 30 days after opening the proposals to award the contract.

Questions regarding this RFP may be directed to Cindy Hughes, Assistant County Administrator at chughes@upshurcounty.org or (304) 472-0535 ext. 3 or Greg Harris, Facilities Director, at (304) 472-6717.

Bid Pricing Sheet

Bidder will complete work in accordance with the bidding documents for the following bid price:

Item	Price (\$)
Unit prices for materials: Courthouse Doors: _____ Annex Doors: _____ Hardware: _____ _____ _____ _____	
Rental Fees (if applicable): _____	
Contractor Fees: _____	
Allowances: _____ Other: _____	
B&O Taxes (if applicable)	
Subtotal	
Total	

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Assumptions, if any, on which the guaranteed maximum price is based:

SELECTION OF ALTERNATES:

Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Contract.

The bidder agrees to perform all of the work outlined above for the Upshur County Courthouse and Annex: Exterior Doors Replacement Project for the single lump sum price of: _____ (\$ _____).

Contractor's Representations

The undersigned bidder certifies that they have:

1. Familiarized themselves with this RFP, acknowledges that guidance should be obtained from *Secretary of the Interior's Standards for the Treatment of Historic Properties*, and agree to provide the required services in accordance with this proposal and all attachments.
2. Visited the site, is familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
3. Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
4. Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

Date: _____

By: _____

Signature of Person Authorized to Sign

Name of Person Authorized to Sign

Company Name

Company Address and Telephone Number

Contractor's Certification of Eligibility

The contractor certifies, by acceptance of this contract and signature on the agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department / agency or any state department / agency.

In addition, the contractor certifies, by acceptance of this contract and signature on the agreement, that no debt in an amount greater than one thousand dollars (\$1,000) is owed to the state or any political subdivision thereof (WV Code §5A-3-10a) and is eligible for the award of this contract.

My signature below indicates and certifies that this information is true and complete to the best of my knowledge and I fully understand the Owner may take appropriate action for making a false statement.

Please Print Name of Firm; and Name and Title of Individual Signing Certification

Signature

Date

Affidavit of Non-Collusion

Upshur County, WV

Upshur County Courthouse and Annex: Exterior Doors Replacement Project

State of _____
County of _____

I, _____ (name and title) representative for
_____ (vendor) being duly sworn does depose, say and
certify:

Said vendor has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Upshur County Courthouse and Annex: Exterior Doors Replacement Project in Upshur County, WV.

Vendor

Name and Title of authorized representative

State of _____
County of _____

The foregoing affidavit was acknowledged before me this ____ day of _____, 2023
by _____ representative for _____.

Notary

Commission expiration date

(seal)

Drug Free Affidavit

WV Request for Statement of Good Standing

Agreement Between Owner and Contractor
On the Basis of a Stipulated Price

Date _____

THIS AGREEMENT is by and between the County Commission of Upshur County, West Virginia (“OWNER”) and _____ (“CONTRACTOR”) for the Upshur County Courthouse and Annex: Exterior Doors Replacement Project. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Section 1 – Work

Contractor shall complete all work as specified or indicated in written or oral form, which will include at least the following items:

- (1) Complete removal of the existing doors on both the main Courthouse and Annex facilities.
- (2) Install commercial storefront entrance replacements that will be an unequal pair.
- (3) The doors will contain an active leaf concealed rod panic hardware system consisting of a stationary leaf and top and bottom flush bolts. Each frame size will be customized to fit the separate buildings.
- (4) The doors will contain Low-E Tempered Glazing.
- (5) The system will contain a SDC Auto Low Energy Swing Door Operator and 1200lb Maglock.
- (6) The unit operators will have all new hardware and a push to open plate on each door.
- (7) The doors will be reconnected to access controller and be re-wired.
- (8) Install aluminum pedestals for the push to open plates that are attached to each door.

Note: The Upshur County Courthouse Annex door opener became defective in March 2023 and was replaced with a new Auto 5342V unit. The commercial storefront replacement door’s unit operators, described within this RFP, must be compatible with the door opener that was replaced in March 2023.

Contractor shall verify and be responsible for all field dimensions and conditions and shall notify Owner of any discrepancies before proceeding with the project.

Contractor shall be responsible for paying all state and local B&O taxes.

Permits must be obtained by Contractor prior to construction.

Section 2 – Time Period for Project Completion

Contractor shall coordinate work schedule with the Owner so as not to interfere or disturb ongoing building use and function. The project must be completed by October 31, 2023. Liquidated damages in the sum of one hundred fifty dollars (\$150) will be charged for each consecutive calendar day thereafter unless a written extension approval is provided. Written request for additional time required due to unforeseen delays will be considered only if submitted in writing within ten (10) calendar days of the event causing the delay.

Section 3 – Required Documentation from Contractor

Contractor shall furnish any and all requested and/or required documentation, including but not limited to the following:

- Business License
- Contractor's License
- Certificate of Insurance - at least \$1,000,000 liability limit with Upshur County Commission named as an additional insured
- Certificate of Coverage of Workers' Compensation or Approved Waiver
- Bid bond in the amount of ten percent (10%) of the proposal. The bond shall be issued by an insurance company licensed to do business in West Virginia or in the form of a certified check, cashier's check or irrevocable letter of credit. Upon award of the contract, the bid bond will be returned and a performance bond as security for faithful performance under this contract must be obtained and filed with the Upshur County Commission. The surety on such bond or bonds shall be from a duly authorized surety company satisfactory to the Owner.
- Affidavit of Non-Collusion
- Proof that all municipal business and occupation taxes levied or accrued against the contractor have been paid and a certificate of good standing from the Tax Commissioner are required before the final payment will be made, pursuant to WV Code §11-10-11(d).
- Any Additional Documentation as Required by the Owner

Section 4 – Sub-Contractor Restriction

Contractor shall not employ any sub-contractor to complete any work for any portion of this project without expressed written approval from the Owner. The use of a subcontracted WV licensed asbestos contractor is exempt from this provision and does not require prior approval.

Section 5 – Bid Price for Project

Bidder will complete work in accordance with the bidding documents for the following bid price:
\$ _____.

Section 6 -- Change Orders

A Change Order is a written instrument signed by the parties stating their agreement upon a change in the work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the project time schedule, if any. Any work that is beyond the scope of the work specified for the project or that modifies the work specified for the project must be approved through a written Change Order signed by the parties evidencing their agreement. If the parties are unable to agree on the terms of a Change Order, the Contractor will proceed to perform the work without delay, and the Commission may issue a construction change directive or field work order to document the change and the basis on which work will proceed until the issue is resolved and an appropriate Change Order prepared and signed by the parties.

Section 7 – Payment Procedures

The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Owner. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly. Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Owner will review the payment allocation and may mandate changes that they believe are necessary. Owner shall have thirty (30) days from the date the invoice is received to issue payment, less any disputed charges. Preferred method of payment is MASTERCARD credit card.

Section 8 – Contractor's Representations

By signature on this agreement the undersigned representative of the Contractor makes the following representations:

- 1) Contractor has examined and studied any documentation related to the scope of work for this project. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Work shall adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
- 3) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 4) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 5) Contractor shall be responsible for providing, erecting, bracing, shoring or in every way protecting their work in compliance with State and Local Codes, and all U.S. Occupational Safety and Health Administration (OSHA) Regulations. Contractor shall be responsible for the adequacy in performance of all temporary work, use utmost care to protect work in progress and upon removal protect all surrounding existing work.

- 6) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

Section 9 – Miscellaneous

Successors and Assigns:

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained herein.

Severability:

Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor.

Debris and waste removal:

Contractor will (1) remove debris, junk and trash from site (2) leave site in clean condition, ready for subsequent work and (3) clean up spillage and wind-blown debris from public and private lands.

This Agreement will be effective on the ____ day of _____, 2023.

**OWNER:
County Commission of Upshur County**

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest: _____

Attest: _____

Address for Giving Notices:

Address for Giving Notices:

Office of the Upshur County Commission
91 W. Main St, Suite 101
Buckhannon, WV 26201
Telephone: 304 / 472.0535
Facsimile: 304 / 473.2802

Telephone:
Facsimile:

Greg Harris, Facilities Director (304) 472-6717.