

REQUEST FOR PROPOSALS

RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

SPECIFICATIONS AND INSTRUCTIONS



**Jefferson County Commission
Jefferson County, West Virginia
P.O. Box 250
Charles Town, WV 25414**

**Jefferson County Commission
Jefferson County, West Virginia**

**REQUEST FOR PROPOSALS
for
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE**

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**JEFFERSON COUNTY COMMISSION
JEFFERSON COUNTY, WV
NOTICE**

REQUEST FOR PROPOSALS

RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

Notice is hereby given that sealed proposals will be received at the Engineering Department – Office of Impact Fees, until 10:00 AM, Tuesday, April 21, 2020, local prevailing time, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to: Recalculation of Impact Fees & Fee Schedule Update, in accordance with the specifications and contract documents within.

There will be no pre-proposal meeting. All questions regarding this RFP shall be submitted in writing to the Jefferson County Engineering Department - Office of Impact Fees no later than 4:00pm on Tuesday, April 7, 2020. Questions received after that time will not be addressed. Questions should be emailed to Michelle Mason, Impact Fees Program Specialist, at mmason@jeffersoncountywv.org All submitted questions and the County's written response to each will be available as an addendum on or before Tuesday, April 14, 2020.

Potential bidders are responsible for contacting the Jefferson County Engineering Department – Office of Impact Fees at 304-728-3331 or mmason@jeffersoncountywv.org to request a copy of the addendum. Bidders must acknowledge receipt of all addenda on the County proposal form, which shall be submitted with the proposal package.

Proposals shall be addressed and mailed to the:

Jefferson County Engineering Department
Office of Impact Fees
P.O. Box 716
Charles Town, WV, 25414

Or hand delivered or shipped to the physical address of:

Jefferson County Engineering Department
Office of Impact Fees
116 East Washington Street, Suite 100
Charles Town, WV 25414

and shall be labeled:

Jefferson County Impact Fees - Fee Schedule Update Proposal

Proposals shall be received by 10:00 AM, Tuesday, April 21, 2020. One original and two copies of the full proposal package must be provided. They will be opened and the prices read aloud at that time in the Jefferson County Engineering Department conference room. Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received in the Engineering

Department by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals must bear original signatures and figures.

Any questions regarding this project should be addressed to:

Jefferson County Engineering Department
Office of Impact Fees
P.O. Box 716
Charles Town, WV 25414

Attn: Michelle Mason, Impact Fees Program Specialist

Phone: (304) 728-3331

Email: mmason@jeffersoncountywv.org

INSTRUCTIONS TO PROPOSER

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals shall be valid and honored for a period of Ninety (90) calendar days from the submittal deadline date.

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to acknowledge may result in the proposal being rejected as not responsive.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the Jefferson County Commission, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Jefferson County Commission, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. The Jefferson County Commission will evaluate all proposals received in accordance with the Evaluation Criteria. The Jefferson County Commission reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The Jefferson County Commission shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Jefferson County Commission after all factors have been evaluated.

CANCELLATION OF SOLICITATION. The Jefferson County Commission may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

1. *Contract*—The entire and integrated written contract/agreement between the Owner and Contractor which shall consist of the Request for Proposal, all Addenda, the RFP Terms and Conditions, the Proposal, any written Change Order modifications, and Performance Bond(s). The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
2. *Contractor* – Same as Successful Proposer.

3. *May* – Indicates something that is not mandatory, but permissible.
4. *Owner* - The Jefferson County Commission, the entity with whom Contractor has entered into the Contract/Agreement and for whom the Work is to be performed.
5. *Proposal* – The offer made by the Proposer.
6. *Proposer* – The person or firm making the offer to the Owner to perform work.
7. *RFP* – Acronym for “Request for Proposal.
8. *Shall/Must* - Indicates a mandatory requirement.
9. *Should* – Indicates something that is recommended but not mandatory.
10. *Submittal Deadline* – The date and time on or before which all proposals must be submitted.
11. *Successful Proposer* – The person, contractor, or firm to whom the award is made.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

NOMENCLATURES. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the Jefferson County Commission enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit. If there is reason to believe that collusion exists among the Proposers, the Jefferson County Commission may refuse to consider proposals from participants in such collusion.

OPENING OF PROPOSALS. All proposals, irrespective of irregularities or informalities, will be opened and the names of the Proposers and proposed prices will be publicly read aloud at the Submittal Deadline. All interested persons are invited to be present at the opening and reading of proposals.

POSTPONEMENT OF OPENING. The Jefferson County Commission reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion and fulfillment of the contract.

PROPOSAL FORMS/SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered.

Forms. Proposals must be submitted on preprinted forms supplied in this RFP.

Copies. Proposers shall submit one (1) original proposal marked "MASTER", and the two (2) identical copies on or before the Submittal Deadline.

Discrepancies. If discrepancies are found between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the Jefferson County Commission reserves the right to use the original as the Master.

PROPOSAL CONTENT. Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

The Jefferson County Commission is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Jefferson County Commission.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the Jefferson County Commission must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Proposal Withdrawal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL, REJECTION OF. The Jefferson County Commission reserves the right to reject any or all Proposals or any part of a Proposal. The Jefferson County Commission reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the Jefferson County Commission or any other governmental agency. The Jefferson County Commission expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due to Jefferson County.

PROPOSAL WITHDRAWAL. Proposers' authorized representative may withdraw proposals only by written request received by the Office of Impact Fees, Impact Fees Program Specialist, before the Submittal Deadline.

PROPOSER'S BACKGROUND. Proposer must provide a company profile. Information shall include:

- a. Company ownership and whether a sole proprietorship, partnership, or corporation. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Number of employees both locally and nationally.
- d. Office location(s) from which employees will be assigned to the project.
- e. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
- f. Company background/history demonstrating why the Proposer is qualified to provide the services described in this RFP.
- g. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
- h. Resumes for key staff to be responsible for performance of the scope of work of any contract resulting from this RFP.

Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The Jefferson County Commission reserves the right to reject any proposal based upon the Proposer's prior history with the Jefferson County Commission or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

PROPOSER'S REFERENCES. Proposers should provide a minimum of five (5) references from similar projects performed for any local government clients within the last five years. Information provided shall include:

- Client/Business name; and
- Project description; and
- Project dates (starting and ending); and
- Client/Business project manager name and telephone number.

PUBLIC RECORDS. Under West Virginia State Code §29B, Freedom of Information, the information and materials received by the Jefferson County Commission in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, under West Virginia State Code, §29B-1-4, Exemptions, certain exemptions to the public records law are statutorily provided. If the Proposer

believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must, in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the Jefferson County Commission will treat all materials received as public records.

QUALIFICATION OF PROPOSERS. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract for no less than three (3) years. The Proposers experience shall be set forth and submitted on the form provided herewith. It is the intention of the Jefferson County Commission to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the Jefferson County Commission will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "Proposer's Statement of Relevant Experience", which is a part of the contract documents.

QUESTIONS AND COMMENTS. All questions regarding this RFP must be submitted in writing to the Jefferson County Engineering Department - Office of Impact Fees, no later than 4:00pm on Tuesday, April 7, 2020. Questions received after that time will not be addressed. Questions should be emailed to mmason@jeffersoncountywv.org. All submitted questions and the County's written response to each will be available as an addendum on or before Tuesday, April 14, 2020. Potential bidders are responsible for contacting the Jefferson County Engineering Department – Office of Impact Fees at (304) 728-3331 or mmason@jeffersoncountywv.org to request a copy of the addendum. Bidders must acknowledge receipt of all addenda on the County proposal form which will be submitted with the proposal package.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The Jefferson County Commission reserves the right to reject any or all proposals, or any part of a proposal. The Jefferson County Commission reserves the right to waive any informality with any proposal submission. The Jefferson County Commission reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the County or any other governmental agency. The Jefferson County Commission expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the Jefferson County Commission.

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Jefferson County Commission.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

SUBMITTAL DEADLINE. The Submittal Deadline is **10:00 AM, Tuesday, April 21, 2020.** Proposals must arrive in the Jefferson County Engineering Department – Office of Impact Fees, 116 East Washington Street, Suite 100, Charles Town, WV 25414. **The receiving time in the Engineering Department will be the governing time for acceptability of proposals.**

TAXES, EXEMPT. The Jefferson County Commission is exempt from Federal Excise and State Sales Tax. If requested, the Jefferson County Commission will furnish exemption certificates when the successful bidder submits invoices for payment.

TERMS OF THE OFFER. The Jefferson County Commission reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the Jefferson County Commission during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the Jefferson County Commission in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the Jefferson County Commission of the facts relating to the proposal.

TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Jefferson County Commission.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE COUNTY. Subject to the power and authority of the Jefferson County Commission as provided by law in this contract, the Jefferson County Commission shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The Jefferson County Commission shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. *Without cause*, the Jefferson County Commission may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. *With cause*, the Jefferson County Commission may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the Jefferson County Commission and shall be, but is not limited to, failure to supply the materials, or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the Jefferson County Commission President.

CHANGES IN WORK. The Jefferson County Commission may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the Jefferson County Commission may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Jefferson County Commission. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

CONTRACT INCORPORATION. This contract embodies the entire contract between the Jefferson County Commission and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental

agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

CONTRACT TIME. The time limit for completing the work is One-Hundred and Twenty (120) calendar days from the date when the Notice to Proceed is delivered to the Contractor. Time is of the essence for all time limits for completion and readiness for final payment. The time limit shall only be extended by issuance of a Change Order issued by the Jefferson County Commission.

COOPERATION BETWEEN CONTRACTORS. The Jefferson County Commission reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Jefferson County Commission from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The Contractor shall be responsible for coordinating their work and activities with the proper regulatory agencies necessary in carrying out the scope of work. Contractor shall coordinate the work and activities during each agency's normal business hours and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the Jefferson County Commission's equipment or supplies through negligence of the contractor or his employee while working on the Jefferson County Commission's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the Jefferson County Commission any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

DEFINITIONS:

1. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Scope of Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
2. *Contract*—The entire and integrated written contract/agreement between the Owner and Contractor which shall consist of the Request for Proposal, all Addenda, the RFP Terms and Conditions, the Proposal, any written Change Order modifications, and Performance Bond(s). The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
3. *Contractor*—Individual or entity with whom the Owner has entered into the Contract/Agreement as a result of this request for proposal.
4. *Notice of Award*—The written notice by Owner to the Successful Proposer/Bidder stating that upon timely compliance by the Successful Proposer/Bidder with the conditions precedent listed therein, Owner will sign and accept the Proposal/Agreement.

5. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Proposal/Agreement.
6. *Owner*—The Jefferson County Commission, the entity with whom Contractor has entered into the Proposal/Agreement and for whom the Work is to be performed.
7. *Proposal* – The offer made by the Proposer.
8. *Proposer* – The person or firm making the offer to perform work.
9. *Shall/Must* - Indicates a mandatory requirement.
10. *Should* – Indicates something that is recommended but not mandatory.

FORMATION OF CONTRACT. Proposer’s signed Proposal and these Terms and Conditions and Jefferson County Commission’s written acceptance shall constitute a binding contract.

INSURANCE REQUIREMENT. Within ten (10) consecutive calendar days of receipt of Notice of Award of contract, the Successful Proposer must furnish the Jefferson County Commission with the Certificates of Insurance proving coverage as specified in “*Proposer’s Statement of Insurance Coverage*” and naming the Jefferson County Commission, its officers and agents, Additional Insured by endorsement.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of West Virginia. The parties stipulate that this contract was entered into in the county of Jefferson, in state of West Virginia. The parties further stipulate that the county of Jefferson, West Virginia, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PAYMENT FOR SERVICES. The Contractor shall submit an invoice to request payment for work completed. The invoice shall, at a minimum, include Contractor name, address, date, a description of the work completed for the payment period, amount of invoice for the payment period, the original contract amount, the total invoiced to date and the balance of contract amount remaining.

Contractor shall invoice for work on a regular periodic monthly basis. Payment terms are Net 30 days from receipt of invoice. Partial payments for work may be made by the Jefferson County Commission as work progresses, less a 10% retainer, which amount will be due upon final payment. Final payment will not be made until all work is 100% complete and all deliverables under the Scope of Work are provided and found to be satisfactory by the Jefferson County Commission.

REJECTION OF WORK. Contractor agrees that the Jefferson County Commission has the right to make all final determinations as to whether the work has been satisfactorily completed.

RIGHTS RESERVED.

- (a) Rejection of Work. Contractor agrees that the Jefferson County Commission has the right to make all final determinations as to whether the work has been satisfactorily completed.

- (b) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the Jefferson County Commission reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation

OBJECTIVES/SCOPE OF WORK

RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

I. OBJECTIVE:

- A. The Jefferson County Commission is soliciting proposals from qualified firms to provide an update of the County's development impact fees report. The most recent analysis and update of the report, including potential fee schedule was completed in February, 2015. Impact fees are currently applied to all new residential and nonresidential development as appropriate, and allow the County to recoup the costs associated with the impacts of new development on County facilities and services.
- B. The County is seeking an updated analysis and calculation of impact fees for each of the following existing facilities/services categories:
 1. Schools,
 2. Law Enforcement,
 3. Parks and Recreation,
 4. Fire and Emergency Services

The County is also seeking an analysis and calculation of impact fees for a new impact fee facilities/services category:

1. County Administrative Facilities
- C. Subsequent to the receipt of proposals and the selection of a consultant, and considering the cost to complete each analysis, the County will determine for which category(s) the calculation of an impact fee schedule will be requested. Therefore, proposals should provide a separate fee for completing the scope of work for each individual category should only that category be chosen for analysis. Additionally, a total fee should be provided representing the cost for completing the entire scope of work for all categories. **The County will choose only one consultant through this process, and will not contract with different consultants for analysis of individual categories.**
 - D. The schedule(s) of impact fees must be legally defensible, and therefore must be calculated in accordance with West Virginia State Code Chapter 7, Article 20.

II. **SCOPE OF WORK:**

The impact fee final report, which will include fee schedules for each category selected by the County for analysis, shall be provided to the County within a time period not to exceed One-Hundred and Twenty (120) calendar days from the date of award of the contract, and shall contain all supporting information and methodologies used in calculating the impact fees. The County will select one or more of the following facilities/services categories for analysis and calculation of impact fees:

- Schools
- Law Enforcement
- Parks and Recreation
- Emergency Services
- County Administrative Facilities

The report must explicitly demonstrate that the methodology used to calculate the impact fees is in accordance with West Virginia State Code Chapter 7, Article 20. The report should address the following tasks as necessary to produce defensible fee schedules for each of the facilities/services categories selected by the County.

- A. **Land Use Assumptions.** Review and, if necessary, update annual projections of population, employment, housing, commercial, industrial, and other nonresidential square footage data for at least eight years.
- B. **Demand Factors and Levels of Service.** Review the demand factors that generate the need for new capital facilities. Evaluate existing levels of service. Determine the geographic service area for each category of service/facility for which impact fees will be calculated.
- C. **Review Capital Needs and Costs and Allocate to Growth.** Review the County's Capital Improvement Program and other pertinent information. Identify the capital needs and costs associated with anticipated growth.
- D. **Determine the need for and calculate credits to be applied against Capital Costs.** Credits should address potential issues of double payment and dedication of facilities by the developer.
- E. **Complete Impact Fee Methodology and Calculation.** The maximum justifiable fee for each category must be determined.
- F. **Conduct Funding and Cash Flow Analysis.** Should include an evaluation of anticipated funding sources independent of impact fees reflecting the Capital Improvement Plan.
- G. **Prepare Impact Fee Report.** The report should, at a minimum, contain the following information:
 - Executive Summary.

- Detailed description of methodologies used during the study and clearly outline the steps involved to calculate the various cost and credit components and the maximum justifiable fee schedules.
- Detailed description of all level of service standards and cost factors used and rationale.
- Detailed schedule of all proposed fees for each category of services/facilities, listed by land use type and activity.
- Other information which explains and justifies the recommended fee schedules.
- Following the County's review of the draft report, the consultant will make mutually agreed upon changes and provide ten (10) bound copies of the final report to the County. Additionally, the final report will be provided electronically in Microsoft Word or compatible format.

H. **Presentations/Meetings.** The consultant will attend two (2) public meetings as follows:

1. Prior to performing the impact fee calculations, the consultant shall conduct an on-site stakeholder's meeting to get input, hear concerns and answer questions with regard to data sources, level of service calculations, capital cost calculations and to discuss fee credits that should be taken into consideration. The purpose of the meeting will be to address potential issues and concerns prior to the consultant collecting data and performing the impact fee recalculations rather than having to address them after the fact.
2. Upon completion of the impact fee recalculations, the Contractor shall make a summary presentation of the analyses and conclusions contained in the study/report to the Jefferson County Commission, and to answer questions. The consultant will make revisions to the draft study/report from comments and input received at this meeting in order to complete the final draft of the study/report.

Additionally, the consultant will meet with or otherwise communicate with County staff as necessary during the course of the project; and meet with the impact fee entities as necessary to collect and obtain data required for the impact fees analyses and recalculation.

III. EVALUATION CRITERIA:

The County reserves the right to waive any and all formalities and to award the contract on the basis of competitive negotiations to the firm it deems most qualified based upon professional competency, technical merit, and experience with similar work and price.

The following criteria will be considered (not necessarily in the listed order) by the County in evaluating the proposals submitted and making this award:

The firm's background and relevant work experience as related to the scope of work.

1. The qualifications and suitability of experience of key staff members who will be assigned to tasks outlined in the scope of work.
2. Proven ability to complete similar studies in a timely fashion.
3. Quality of references of current and prior clients (Please list like projects completed or those in progress since 2015).
4. Cost to complete tasks outlined in the scope of work.
5. All interviews and presentations, which may be required.

Based upon the evaluation of proposals submitted, the County may require formal presentations before a review committee regarding qualifications, project approach, and the ability to provide the required services to best serve the needs of the Jefferson County Commission.

PROPOSAL DOCUMENTS TO BE RETURNED

RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer and the RFP Project Name. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered. The following documents must be completed and submitted on or before the Submittal Deadline for the Proposal to be considered complete:

1. Proposal Form
2. Non-Collusion Affidavit
3. Proposer's Statement of Insurance Coverage
4. Proposer Statement of Relevant Experience

Additional information to be provided:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Number of employees both locally and nationally.
4. Location(s) from which employees will be assigned.
5. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
6. Company background/history and why Proposer is qualified to provide the services described in this RFP.
7. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
8. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
9. Fee schedule for appropriate staff to provide the required services.

Proposals must be submitted to the Office of Impact Fees. One original and two (2) copies of the completed "Proposal Form" must be submitted with the proposal.

PROPOSAL FORM

Jefferson County, West Virginia

RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

To: Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

c/o Jefferson County Engineering Department
Office of Impact Fees
P.O. Box 716
116 East Washington Street, Suite 100
Charles Town, WV 25414

From: _____
Name of Proposer

Mailing Address

County, State, Zip Code

CONTRACTOR'S PROPOSAL

The undersigned Proposer agrees that he will contract with the Jefferson County Commission to provide all necessary labor, supervision, tools, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take as full payment the amount set forth herein.

RECALUCATION OF IMPACT FEES & FEE SCHEDULE UPDATE, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this proposal:

- a. Notice of Request For Proposals
- b. Instructions To Proposer
- c. Terms and Conditions
- d. Scope of Work
- e. Proposal Form
- f. Non-Collusion Affidavit
- g. Proposer's Statement of Insurance Coverage
- h. Proposer Statement of Relevant Experience
- i. Additional information provided by the Proposer as required

Proposer acknowledges receipt (if applicable) of Addenda Number(s) _____, _____, _____, and _____.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The Jefferson County Commission reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A. The County may choose to proceed with impact fee analyses for fewer than the four, and potentially only one of the identified categories. For each of the categories below, please provide an individual cost proposal to complete all necessary work to develop a fee schedule for that one category, assuming that the analysis and fee calculation for only that category will be pursued:

1. Schools impact fee analysis/calculation:

Amount Bid \$ _____
Amount Bid in Words _____

2. Law Enforcement impact fee analysis/calculation:

Amount Bid \$ _____
Amount Bid in Words _____

3. Parks & Recreation impact fee analysis/calculation:

Amount Bid \$ _____
Amount Bid in Words _____

4. Emergency Services (ESA) impact fee analysis/calculation:

Amount Bid \$ _____
Amount Bid in Words _____

5. County Administrative Facilities impact fee analysis/calculation:

Amount Bid \$ _____
Amount Bid in Words _____

B. Cost proposal to complete the full scope of work, including analysis and calculation of fee schedules for all five identified categories. If the Proposer realizes an economy of scale by performing the scope of work for all five of the impact fee categories, then this **Full Scope Total Amount** to complete the full scope of work for all five categories need not be equal to the sum of the individual category bid amounts provided above.

Full Scope Total Amount Bid \$ _____

Full Scope Total Amount Bid in Words _____

Company Name of Proposer

Mailing Address (PO Box or Street Address)

City, State, Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile Phone Number

NON-COLLUSION AFFIDAVIT
(To Be Completed, Notarized, and Submitted With Bid)

Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

Jefferson County Commission
Jefferson County, West Virginia

“ _____, Proposer, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Proposer Name (Person, Firm, Corp.)

Address

City State Zip Code

Date of Signing: _____

Authorized Representative's Signature

Notary Signature/Seal

Authorized Representative's Name (Typed)

Authorized Representative's Title

PROPOSER'S STATEMENT
Of
INSURANCE COVERAGE

Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals – Recalculation of Impact Fees & Fee Schedule Update. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, and agrees to name the Jefferson County Commission as Additional Insured for the work specified and provide certificates of insurance for the insurance coverage.

Insurance Required:

- Workmen’s Compensation and Employment Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with the limits listed below:
 - Bodily Injury \$500,000 each person
\$500,000 each occurrence
 - Property Damage \$100,000 each occurrence

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative (Typed)

Date of Signing

PROPOSER STATEMENT OF RELEVANT EXPERIENCE
Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

List five references which your firm provided impact fee analysis/calculation services for a Municipal, County, or other governmental unit within the last six years.

I hereby certify that I have performed the work listed below:

Name of Proposer: _____

Signature of Proposer: _____

DESCRIPTION	DATES	CONTRACT AMOUNT	CUSTOMER CONTACT	CUSTOMER TELEPHONE