

JEFFERSON COUNTY COMMISSION WEST VIRGINIA



Request for Proposal (RFP)

ATV FOUR-WHEELER

Proposals Due:

**Monday, September 19, 2022
11:00 a.m.**

**JEFFERSON COUNTY COMMISSION
REQUEST FOR PROPOSALS**

ATV Four-Wheeler

The Jefferson County Commission is accepting sealed proposals from qualified dealers for the purchase an ATV Four-Wheeler (ATV). The selected dealer will be responsible for meeting or exceeding all specifications listed in this Request for Proposals (RFP).

Submit questions and inquiries in writing by mail or email to:

Laura Kuhn, Director
Department of Fleet & Facilities Management
128 Industrial Boulevard
Kearneysville, WV 25430
LKuhn@jeffersoncountywv.org

Please submit two copies of the proposal in a sealed enveloped clearly marked "**ATV RFP**". Please attach any required documentation or forms as instructed within this Request for Proposals. Failure to provide the required information as requested in the RFP may result in disqualification.

Proposals should be hand delivered or mailed to:

Jefferson County Department of Fleet & Facilities Management
Attn: Laura Kuhn, Director
128 Industrial Boulevard
Kearneysville, WV 25430

Proposals must be received by **Monday, September 19, 2022 at 11:00 a.m.** in the office of the Jefferson County Fleet & Facilities Management. Proposals will be opened in the Jefferson County Department of Fleet & Facilities Management immediately thereafter. Any proposal received after the due date and time will remain unopened.

Jefferson 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 Jefferson County Commission.

I. INTRODUCTION:

Proposals are being requested from interested parties for an ATV as specified in Attachment B. Only written responses to this RFP will be considered. All materials submitted shall become part of the proposal.

II. SCOPE OF WORK

A. GENERAL

The County Commission is soliciting bids from qualified and interested firms (hereinafter referred to as the "Proposer") to provide an ATV as specified in Attachment B.

B. GUIDELINES AND REQUIREMENTS

1. The Proposer will provide in a timely manner an ATV according to the specification in Attachment B.
2. Any deviation from the specification must be noted on the Specification Sheet (Attachment B).
3. The intent of Jefferson County is to take possession of the ATV as soon as possible.
4. The successful bidder will be required to arrange delivery to 128 Industrial Blvd., Kearneysville, WV 25430.
5. Jefferson County is tax exempt. ID# 55-6000333. Do not include sales tax.

III. Q&E / TECHNICAL PROPOSAL:

Respondent shall respond to, reference each section, and subsection for this portion of the RFP 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. Proposer Information

1. Name, address, email, telephone number, fax number of proposing firm and parent company, if any, from which the project will be managed.
2. Submit the names and contact information of the "principal" staff member(s) who will be responsible during the performance of the contract.

3. Provide a list of at least three (3) but no more than five (5) similar and/or relevant organizations that you have vehicles to 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 Company/Proposer is licensed to conduct business in the State of West Virginia.
- The selected Company/Proposer must certify that it is only employing US citizens or persons legally able to work in the United States.

- E. All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

IV. PRICE PROPOSAL:

- A. At a minimum, your Price Proposal shall include the following:
1. Completion of Proposal Cover Sheet (Attachment A) in its entirety.
 2. Completion of Specification Sheet (Attachment B) in its entirety.
 3. Fully executed Non-Collusion Certificate (Attachment C)
 4. Proof of current business licenses.
 5. Statement that only US Citizens or legal immigrants are employed.
 6. Proof of minimum insurance requirements as detailed in Section IX below.
 7. Any conclusions, remarks and/or supplemental information pertinent to this request.

V. TERM OF CONTRACT:

- A. The contract will commence upon acceptance of the bid.
- 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 Commission reserves the right to terminate the contract.

VI. USE OF EXISTING DOCUMENTS:

Jefferson 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 Commission's possession. Jefferson County makes no warranty as to the accuracy of existing documents nor will the County Commission accept any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

VII. PAYMENT:

Invoices must be submitted to:

Jefferson County Commission
Department of Fleet & Facilities Management
128 Industrial Blvd.
Kearneysville, WV 25430

Payment will be made at time of vehicle delivery.

VIII. 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 Jefferson County.

IX. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:

No performance bond is required for this project.

X. SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Jefferson County's Purchasing Policy. Jefferson County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. Responses to this request will be evaluated and selection will be made of those firms judged to be most qualified.
- C. It is the County Commission's intent to open and review each firm's Qualifications & Experience/ Technical Proposal to determine a firm's qualifications, experience and technical approach to the services. If it is determined that a firm's Qualifications & Experience/Technical Proposal is acceptable, then price will be considered.
- D. Since it is the County Commission's desire to select the most qualified firm, the Commission reserves the right to schedule oral presentations from those firms it deems most qualified, to take place within ten (10) business days following notification.
- E. Selection criteria to be used:
 - 1. Responsiveness to the scope of work and these instructions;
 - 2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
 - 3. Specialized experience and technical competence in performing relevant services, including qualifications of staff members who will be involved in these services;
 - 4. Oral presentations, if required;
 - 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;
 - 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
 - 7. Firm's capacity to perform the work, giving consideration to current workloads;

8. Firm's familiarity with problems applicable to this type of services;
9. References from previous clients, including size and scope of the services, name and telephone number of contact person.
10. Price Proposal. Jefferson County is a tax-exempt organization (ID# 55-6000333).

XI. 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 unopened.
- B. It is expected that the contract award will be made within thirty (30) calendar days after the opening of proposals. The contract will be awarded to the Company whose proposal, conforming to this request, will be the most advantageous to Jefferson 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 the County Commission's prior knowledge of their abilities.
- F. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

XII. TERMS AND CONDITIONS:

- A. The County Commission reserves the right to reject any or all proposals or to award the contract to the next recommended Company if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

- C. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to Jefferson 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 Commission. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Jefferson County In-House Legal Director and shall contain, at a minimum, applicable provisions of this request for proposal. The County Commission reserves the right to reject any agreement that does not conform to this Request for Proposals and any Jefferson 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 Jefferson County Commission.
- F. The Firm/Company without the prior written approval of the Jefferson County Commission shall make no reports, information or data given to or prepared by the Firm/Company under this agreement available to any individual or organization.
- 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 Commission under the West Virginia Freedom of Information Act.
- H. Jefferson County shall not be liable for any costs incurred by the Firm/Company concerning preparation of its proposal.
- I. Jefferson County reserves the right to request interviews.
- J. The County Commission 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. Jefferson County reserves the right not to hold discussions after award of the contract.
- L. By submitting a proposal, the Firm/Company agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- M. The Firm/Company shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error,

ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein.

N. The Firm/Company hereby represents and warrants:

1. That it is 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 Jefferson County, breach of any of the services contracted herein shall, at the election of the County Commission, be grounds for termination of the contract. Failure of the County Commission 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 Jefferson County.

P. Hold Harmless/Indemnification: If a contract is awarded, the successful Firm/Company will be required to indemnify and hold Jefferson 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 Commission; 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: Jefferson County may terminate this or any contract, in whole or in part, whenever the County Commission determines that such termination is in the best interest of the County, without showing cause,

upon giving 30 days written notice to the Firm/Company. Jefferson 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, Jefferson County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County Commission. 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 Jefferson County in re-procuring and completing the work.
- S. The contractual obligation of Jefferson 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.

XIII. 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 Commission. 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. Jefferson County will assume no responsibility for oral instructions or suggestions. Every interpretation made by Jefferson County will be made in the form of an addendum that, if issued, will be sent by Jefferson County to all interested parties.

LIST OF APPENDICES THAT ARE ATTACHED

Attachment A – Proposal Cover Sheet

Attachment B – Specification Sheet

Attachment C – Non-Collusion Certificate

ATTACHMENT B

SPECIFICATION SHEET

Instructions:

1. Attach this specification sheet to your proposal.
2. ATV must be equal to or exceed the specifications below.
3. In the space provided, please state "Yes" if you can meet the specification exactly as stated or a "No" if you cannot meet the specification exactly as stated.
4. If the answer is "No", please provide a reason, a substitution or additional information that will enable you to meet the specification.

Specification	Specification (Yes or No)	Additional Information for Specifications Not Met
Four Wheel Drive		
Factory-Fitted Plow Mount		
High-Traction Tires for Winter Conditions		
500cc or greater		
Weight 500 lbs. or greater		
Fuel Injection System		
Electric Power Steering System		
Front Mount Winch		
Cargo Racks		

ATTACHMENT C

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the firm of _____

whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the County Commission of Jefferson County, West Virginia, administrative or supervisory personnel or other employees of Jefferson County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents are true to the best of my knowledge, information, and belief.

Signature: _____ Printed or Typed Name: _____

Date: _____