



REQUEST FOR PROPOSALS (RFP)

Jefferson County Parks & Recreation Commission

RFP TITLE

Aquatic Feasibility Study

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for concept planning services.

DEADLINE FOR

12:00 P.M.

RFP SUBMISSIONS

February 21, 2023

LATE, FAXED, ELECTRONIC OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO

JEFFERSON COUNTY PARKS & RECREATION COMMISSION

THIS ADDRESS

235 SAM MICHAELS LANE

SHENANDOAH JUNCTION, WV 25425

SPECIAL

INSTRUCTIONS

q. Label the lower left corner of your sealed submittal package with Aquatic Feasibility Study

q. Submit an original and (4) complete copies

DIRECT ALL
INQUIRES TO

NAME David Kling

TITLE Deputy Director

PHONE # 304-728-3207

EMAIL Dkling@jcprc.org

WEB SITE www.jcprc.org

DATE RFP ISSUED: December 12, 2022

The Jefferson County Parks & Recreation Commission is now accepting proposals for preparing a feasibility study for an aquatic's facility in Jefferson County, West Virginia.

Address sealed bids to the attention of David Kling, Deputy Director, and specify "Aquatics Feasibility Study" on the envelope. Sealed bids will be received until 12:00 PM on February 21, 2023 at 235 Sam Michaels Lane, Shenandoah Junction, WV 25442. The bid opening will be held in the Administrative Office at the same address listed above immediately following the bid submission on February 21, 2023. Bids submitted after the deadline will not be valid or considered. No oral, telephone, fax or email proposals will be accepted.

If bids will be hand-delivered before the due date, please deliver between 9am-5pm (Monday-Friday) to the Jefferson County Community Center at 235 Sam Michaels Lane, Shenandoah Junction, WV 25442.

Additional bid information and specifications can be found at www.jcprc.org. Any questions regarding bid specifications may be answered by contacting David Kling, Deputy Director, at dkling@jcprc.org or 304-728-3207.

Jefferson County Parks & Recreation Commission

RFP – Aquatics Feasibility Study

INSTRUCTIONS TO BIDDERS

Owner: Jefferson County Parks & Recreation Commission
235 Sam Michaels Lane, Shenandoah Junction, WV 25442

Project: The scope of work involves the Contractor to provide, as a requirement of the Base Bid contract, details and information pertaining to the feasibility of constructing an indoor/outdoor aquatic facility within Jefferson County, WV.

Preparation of Bids:

Each bid shall be submitted on the Bid Form furnished in these documents. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, enclosed in an opaque envelope, sealed and clearly marked showing the bid identification, and date and time of opening in the lower left-hand corner. The envelope must also contain the name and address of the Bidder. The Bidder must ensure that the "sealed bid" envelope is properly identified. Jefferson County Parks & Recreation Commission (the "Owner") will not be responsible for the premature opening of bid envelopes that are not properly marked. Any bids opened prior to the scheduled bid opening due to the Bidder's failure to properly mark the envelope in accordance with this section shall be deemed non-responsive and will not be considered.

Taxes:

The Jefferson County Parks & Recreation Commission is not subject to Federal or State Tax.

Addenda and Interpretation:

All interpretations and requests for interpretations of the Bid Documents must be made in writing. Any addenda shall become part of the Contract Documents.

Acceptance or Rejection of Bids:

The Owner reserves the right to reject any or all bids and/or waive any non-material informalities and/or technicalities in the bids received.

Bids will be awarded to the lowest responsive and responsible bidder on the total of all work items in the Base Bid, or in any combination of Base Bid and alternates that Owner deems, in its sole discretion, to be in its best interests. Whether a bidder is responsible will be determined using all submitted information, all publicly available information, references, demonstrated experience, and service reputation.

The Jefferson County Parks & Recreation Commission reserves the right to accept in whole or in part, to reject and/or to separate any or all bids or adjust estimated quantities to meet its needs consistent with its budgetary constraints, if any.

All documents and signatures called for in these specifications must be included with the bid to constitute a valid bid, namely: 1) Bid Specifications; 2) Bidders Acknowledgement; and 3) Reference Sheet.

Non-Discrimination Clauses / Equal Opportunity:

During the performance of the contract, the Contractor agrees as follows: In connection with the performance of work under this contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. The Bidder further agrees to take affirmative action to ensure Equal Employment Opportunities. The Bidder agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

Standards:

The work hereunder shall be done in a thorough, workmanlike manner. The successful bidder shall be required to enter into an Independent Contractor Agreement generally in the form provided herewith.

Payment:

Terms for payment are as follows: **Payment for work is given upon final presentation and reporting.**

Invoices shall be typed and sent to Jefferson County Parks & Recreation Commission containing the following information:

1. The name, address, and phone number of the Contractor.
2. Any payment discount terms offered.
3. Invoice number (payment will not be made from a statement).
4. An itemization of all labor and materials provided.
5. Completed W-9 form.

Contractor Performance:

The general conditions of this contract shall together constitute the contract. The Contractor shall furnish all materials necessary to perform the services provided under this contract. The Contractor will provide all proper safeguards and shall assume all risks incurred in performing its services hereunder. The Contractor will pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to their employees and will carry Workmen's Compensation Insurance for its employees. The Contractor will be considered for all purposes hereunder independent, and it will not at any time directly or indirectly act as an agent, servant, or employee of the Jefferson County Parks & Recreation Commission or make any commitments or incur any liabilities on behalf of the Jefferson County Parks & Recreation Commission without its express written consent.

Insurance:

Contractor shall obtain insurance of the types and in the amounts listed below:

A. Commercial General and Umbrella Liability Insurance

- a. Contract shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

B. Workers Compensation Insurance

- a. Contractor shall maintain workers compensation as required by state and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

C. General Insurance Provisions

a. Evidence of Insurance

- i. Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), naming the Owner as an additional insured and executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- ii. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.
- iii. Failure of Owner to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- iv. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
- v. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

D. Indemnification

- a. To the fullest extent permitted by law, the Contractor shall indemnify the Owner, its officers, commissioners, officials, employees, volunteers, and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of a tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of

8 them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly indemnify the Owner, its officers, officials, employees, volunteers, and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

- b. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

Any questions concerning this RFP must be submitted in writing by e-mail on or before February 7 at 12:00 p.m. to:

David Kling, Deputy Director

Jefferson County Parks & Recreation Commission

235 Sam Michael's Lane

Shenandoah Junction, WV 25442

304-728-3207

E-MAIL: dkling@jcprc.org

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above-named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Jefferson County Parks & Recreation Commission web site at www.jcprc.org.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this

RFP and any supplements or revisions thereof.

Jefferson County Parks & Recreation Commission

Bid for Aquatics Feasibility Study

Bid packets submitted **MUST** provide all Documents as listed below to be considered. Any packets lacking a required Document will be returned to the bidder with a rejection notice informing the bidder of the incompleteness of the bid submittal.

The following documents (“Documents”) must be filled out completely and submitted with your Bid:

1. Bid Specifications
2. Bidders Acknowledgement
3. References

Jefferson County Parks & Recreation Commission

Bid for Aquatics Feasibility Study

1. SPECIFICATIONS

Attached you will find the Specifications, please read, and study all the other contractor guidelines outlined herein. **Bid packets submitted MUST provide all materials as specified to be considered. Any packets lacking a requirement will be returned to the bidder with a rejection notice informing that contractor of the incompleteness of the packet.**

Services Requested (Describe the services being requested): Requesting consultation, and coordination with local agencies (where applicable) in the completion of a Feasibility Study for a proposed new aquatic facility in Jefferson County, WV.

1. Summary of project

- a. Overall, is there a need for an aquatic facility in Jefferson County?
- b. If a need is determined, should the facility be indoor or outdoor?
- c. Is there proof or evidence that backs up the need for an aquatic facility?
- d. Is there value in this project?
- e. Resources needed for project.

2. Market Strategy/Analysis:

- a. Review of existing aquatic facilities in the area
- b. Stakeholders focus group meetings
 - i. At least 3 stakeholders' meetings will be conducted throughout the process.
- c. Open public forums
 - i. At least 3 open public forums will be conducted to gain public input.
- d. Needs assessment
 - i. Needs assessment will be conducted by contractor to gain additional public input.
- e. Demographic data
- f. Ideal location for facility
 - i. Does property need to be purchased?
 - ii. Does Jefferson County already have a property this facility can be built on?
- g. SWOT analysis

3. Financial projections:

- a. A comprehensive cost breakdown
 - i. Construction cost
 - ii. Operational cost
- b. ROI analysis
- c. Sources of revenue available to build aquatic facilities.
 - i. Is additional funding needed? Where will it come from?
- d. Budgeting
- e. Cost-benefit analysis

4. Organization/staffing:

- a. What additional staffing (full-time/part-time) is needed to operate aquatic facility.
- b. Assess facility operation and structure.

5. Schedules and Timeline:

- a. Feasibility study timeline (start date/end date and milestones).
 - i. The feasibility study will be completed within 6 months, from the start date.
- b. Work necessary to complete project deliverables.
- c. Cost to provide feasibility study within requested timeframe.
- d. Resources and dependencies associated with each task.
- e. Project calendar with tasks and timelines

6. Findings and recommendations:

- a. Provide JCPRC w/ all findings, data, and recommendations for construction of an aquatic facility in Jefferson County, WV.
- b. All final findings and recommendations will be presented to JCPRC board and the Jefferson County Commission at a public meeting which is mutually agreed upon by all parties.
- c. A final written report will be given to JCPRC and the Jefferson County Commission.

The Jefferson County Parks & Recreation Commission reserves the right to accept or reject any or all bids in its discretion without disclosure of reason.

The Jefferson County Parks & Recreation Commission is exempt from all Federal and State tax. Bidders must quote prices, which do not include such tax.

Questions on the bid, please contact David Kling, Deputy Director, at 304-728-3207 x5104, dkling@jcprc.org

Note: This sheet must be completed and submitted with the bid

Jefferson County Parks & Recreation Commission

Bid for Aquatics Feasibility Study

2. Bidder's Acknowledgement

Bidder's Name: _____

Contact Person: _____

Mailing Address: _____

City, State, Zip: _____

Email Address: _____

Telephone Number (best way to reach you): _____

Fax Number: _____

The undersigned acknowledges the following:

A. Examination of the bidding documents.

B. The number and amount of other contracts and awards pending which I am or will become obligated to perform, now and during the course of my work on this project, will not interfere with or hinder the timely prosecution of my work.

Bidder's Signature: _____

Date: _____

Note: This sheet must be completed and submitted with the bid.

Jefferson County Parks & Recreation Commission

Bid for Aquatics Feasibility Study

Bidder's Name: _____

3. References

Organization: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Length of Association: _____

Organization: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Length of Association: _____

Organization: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Length of Association: _____