**JEFFERSON COUNTY PARKS & RECREATION COMMISSION**



**Request for Proposals**

**(RFP)**

**Jefferson County Community Center**

**HVAC REPLACEMENT** *(gymnasium)*

**Mandatory Pre-Bid Site Meeting & Walkthrough:**

**Wednesday, November 15, 2023**

**10:00a.m.**

**Proposals Due:**

**Friday, December 15, 2023**

**11:00 a.m.**

**JEFFERSON COUNTY PARKS & RECREATION COMMISSION**

**REQUEST FOR PROPOSALS (RFP)**

**Jefferson County Community Center**

**HVAC Replacement**

The Jefferson County Parks & Recreation Commission is accepting sealed proposals from qualified engineers and trade professionals with the expertise needed to replace a HVAC system (gymnasium only) for the Jefferson County Community Center located at 235 Sam Michaels Lane, Shenandoah, WV 25442. Upon equipment specification completion, Jefferson County Parks & Recreation Commission will solicit proposals from qualified contractors for removal of the old system and installation of the new system.

**Mandatory Pre-Bid Walkthrough:**

Firms must attend a Mandatory Pre-Bid Site Meeting & Walkthrough on Wednesday, November 15, 2023, at 10:00 a.m. at the address below. Firms not in attendance for the entirety of the walkthrough will be deemed ineligible to propose on this RFP. Sign-in will be required.

Mandatory Pre-Bid Site Walkthrough location:

Jefferson County Community Center @ Sam Michaels Park

235 Sam Michaels Lane

Shenandoah Junction, WV 25442

**Questions:**

Pre-Bid clarifications or questions regarding this RFP must be received by email by Friday, November 10, 2023 at 3:00 p.m. Direct your questions to David Kling, Deputy Director of Parks & Recreation, dkling@jcprc.org.

**Submittal:**

Please submit five (5) copies of the proposal in a sealed enveloped clearly marked “**HVAC REPLACEMENT**”. Please attach any required documentation or forms as instructed within this RFP. Failure to provide the required information as requested in the RFP may result in disqualification.

***Deliver Proposals to:***

**Jefferson County Parks & Recreation Commission**

**Attn: David Kling, Deputy Director**

**235 Sam Michaels Lane**

**Shenandoah Junction, WV 25430**

Proposals must be received by Friday, December 15, 2023 at 11:00 a.m. in the Jefferson County Parks & Recreation Commission offices. Proposals will be opened immediately thereafter. Any proposal received after the due date and time will remain unopened.

Jefferson County Parks & Recreation Commission 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 Parks & Recreation Commission. Consideration will only be given to written responses to this RFP. All materials submitted shall become part of the proposal.

1. **INTRODUCTION**

The Jefferson County Parks & Recreation Commission invites qualified firms to submit proposals for their services to replace the HVAC systems in the gym at the Jefferson County Community Center as specified in this RFP.

1. **SCOPE**

One contract shall be awarded for the replacement of the HVAC systems. The successful firm shall provide a written plan to include all necessary equipment specifications, quantities, locations and project diagrams needed to solicit proposals from qualified HVAC installation contractors and direct the removal and installation of the new system from beginning through completion and satisfactory operation.

1. **CONTENT OF PROPOSAL**

Proposal must be concise, well-organized, and demonstrate the Firm’s qualifications. Proposals shall be ordered and tabbed per the Sections below. If the submission does not follow the formatting guideline or any of the information in the sections below are not included, the proposal may be deemed non-responsive.

**Section 1.**  **Letter of Interest**

A dated Letter of Interest must be submitted, including the legal name of the Firm, address, telephone, email and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of the Firm’s experience indicating the unique background and qualities of the Firm, its personnel, and what will make the Firm qualified to provide the Services.

**Section 2.** **Firm Information**

Provide a comprehensive narrative of the Services offered by the Firm. The narrative should include the following:

* **Background** Provide a brief history of the Firm. Identify legal form, ownership, and senior officials. Describe number of years in business and types of business conducted.
* **Philosophy** Describe Firm’s philosophy and how the Firm intends to work with the Jefferson County Commission to perform the services requested in the RFP/RFQ.
* **Resumes** Submit names, titles and resumes of the principal staff member(s) who will be responsible for the project during the performance of the contract. Please assure that the information provided includes specialized experience and technical competence in providing relevant services on similar sized projects during the past three (3) years.
* **Licenses and Certifications** Provide a list of all Firm licenses and certifications held. Include a copy of a current and good standing Business License.

**Section 3.** **References and Prior Relevant Experience**

Provide at least three (3) but no more than five (5) descriptions of prior experience on projects for which the Firm has provided similar services within the past 5 years, with references. References should include the name, title, address, phone, and email address of the business and contact person.

**Section 4.** **Miscellaneous Requirements**

* Provide proof of current workers compensation coverage in good standing.
* If subcontractors are used, subcontractors must also provide proof of professional licensing and workers compensation in good standing (if applicable)
* Provide statement that the Firm is employing only US Citizens or those persons legally in the United States.
* 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.

**Section 5.** **System Specifications, Deliverables & Tasks**

* Provide a detailed proposal outlining the new system specifications.
* Provide that upon award of the contract that you will be able to provide:
	+ Plans, specs and diagrams to enable HVAC contractor to remove old components and install the new HVAC system.
	+ Explanation of the control system.
	+ Cut sheets of the proposed equipment.
	+ Life-cycle cost evaluation that includes projected equipment life, maintenance costs over the life of the equipment, and energy costs/savings.
* Selected firm/HVAC contractor will be available for any questions, concerns or items needing clarification or modification throughout the complete installation of the new HVAC system.

**Section 6.** **Price Proposal**

Using the Price Proposal Sheet (Attachment A), provide the Firm’s proposed lump-sum fee for design service for the replacement of the HVAC system at the Jefferson County Community Center (gymnasium) as requested in the RFP. Jefferson County Parks & Recreation Commission is a tax-exempt organization (55-0676727001). Please do not include tax.

**Section 7.** **Non-Collusion**

Provide Non-Collusion Certificate (Attachment B).

**Section 8.** **Additional Information**

Provide any additional information that the Firm believes will be helpful in the evaluation and selection process.

1. **TERM OF CONTRACT**

* 1. The contract will commence upon acceptance of the bid.
	2. If the Firm 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 Jefferson County Parks & Recreation Commission reserves the right to terminate the contract.

1. **USE OF EXISTING DOCUMENTS**

Jefferson County Parks & Recreation Commission will fully cooperate by making available to the Firm all documents pertinent to this service that may be in their possession. Jefferson County Parks & Recreation Commission makes no warranty as to the accuracy of existing documents nor will the Jefferson County Parks & Recreation Commission accept any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

1. **PAYMENT**

Invoices must be submitted to:

Jefferson County Parks & Recreation Commission

235 Sam Michaels Lane

Shenandoah Junction, WV 25442

1. **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 Parks & Recreation Commission.

1. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS**

No performance bond is required for this project.

1. **SELECTION PROCESS**

* 1. This solicitation is issued pursuant to the implementation of Jefferson County Parks & Recreation Commission’s Purchasing Policy. Jefferson County Parks & Recreation Commission shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
	2. Responses to this request will be evaluated and selection will be made of those firms judged to be most qualified.
	3. It is the Jefferson County Parks & Recreation Commission’s intent to open and review each firm’s Proposal to determine a firm’s qualifications, experience and technical approach to the services. If it is determined that a firm’s qualifications, experience and technical approach is acceptable, then price will be considered.
	4. Since it is the Jefferson County Parks & Recreation 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.
	5. 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, considering 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. Design.
		11. Price Proposal. Jefferson County is a tax-exempt organization (ID# 55-0676727001)

1. **PROPOSALS AND AWARD SCHEDULE**

* 1. 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.
	2. It is expected that the contract award will be made within thirty (30) calendar days after the opening of the proposals. The contract will be awarded to the Company whose proposal, conforming to this request; will be the most advantageous to Jefferson County Parks & Recreation Commission.
	3. 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.
	4. Proposals may not be altered or amended after they are opened.
	5. The approval or disapproval of the Firm’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 as to the County Commission’s prior knowledge of their abilities.
	6. Jefferson County Parks & Recreation Commission reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

1. **TERMS AND CONDITIONS**

* 1. The Jefferson County Parks & Recreation 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.
	2. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
	3. 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.
	4. The selected Firm shall be required to enter into a contract agreement with the Jefferson County Parks & Recreation Commission. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Jefferson County Parks & Recreation Commission and shall contain, at a minimum, applicable provisions of this request for proposal. The Jefferson County Parks & Recreation Commission reserves the right to reject any agreement that does not conform to this Request for Proposals and any Jefferson County Parks & Recreation Commission requirements for agreements or contracts.
	5. The selected Firm 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 Parks & Recreation Commission.
	6. The Firm without the prior written approval of the Jefferson County Parks & Recreation Commission shall make no reports, information or data given to or prepared by the Firm under this agreement available to any individual or organization.
	7. Firms 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 Jefferson County Parks & Recreation Commission under the West Virginia Freedom of Information Act.
	8. Jefferson County Parks & Recreation Commission shall not be liable for any costs incurred by the Firm concerning preparation of its proposal.
	9. Jefferson County Parks & Recreation Commission reserves the right to request interviews.
	10. The Jefferson County Parks & Recreation 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.
	11. Jefferson County Parks & Recreation Commission reserves the right not to hold discussions after award of the contract.
	12. By submitting a proposal, the Firm 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.
	13. The Firm 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.
	14. The Firm 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.

* 1. In addition to any other remedy available to Jefferson County Parks & Recreation Commission, breach of any of the services contracted herein shall, at the election of the Jefferson County Parks & Recreation Commission, be grounds for termination of the contract. Failure of the Jefferson County Parks & Recreation 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 Parks & Recreation Commission.
	2. Hold Harmless/Indemnification: If a contract is awarded, the successful Firm will be required to indemnify and hold Jefferson County Parks & Recreation Commission, 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 performance of the contract awarded. Any property or work to be provided by the Firm under the contemplated contract will remain at the Firm’s risk until written acceptance by the Jefferson County Parks & Recreation Commission; and the Firm will replace, at Firm’s expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the Jefferson County Parks & Recreation Commission.
	3. Termination for Convenience: Jefferson County Parks & Recreation Commission may terminate this or any contract, in whole or in part, whenever the Jefferson County Parks & Recreation 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. Jefferson County Parks & Recreation Commission shall pay all reasonable costs incurred by the Firm up to the date of termination. However, in no event shall the Firm be paid any amount that exceeds the price proposed for the work performed. The Firm will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
	4. Termination for Default: When the Firm has not performed or has had unsatisfactorily performed the contract, Jefferson County Parks & Recreation Commission may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Jefferson County Parks & Recreation Commission. Failure on the part of a Firm to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Firm will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by Jefferson County Parks & Recreation Commission in re-procuring and completing the work.
	5. The contractual obligation of Jefferson County Parks & Recreation Commission under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
	6. Interpretation: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

1. **INTERPRETATIONS, DISCREPANCIES, OMISSIONS**

Should any Firm 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 Jefferson County Parks & Recreation Commission. All necessary interpretations will be issued to all Firms in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Firm to receive any such addendum or interpretation shall not relieve such Firm from any obligation under their proposal as submitted. Jefferson County Parks & Recreation Commission will assume no responsibility for oral instructions or suggestions. Every interpretation made by Jefferson County Parks & Recreation Commission County will be made in the form of an addendum that, if issued, will be sent by Jefferson County Parks & Recreation Commission to all interested parties.

**LIST OF APPENDICES THAT ARE ATTACHED**

Attachment A – Price Proposal Sheet

Attachment B – Non-Collusion Certificate

**Pro**

**ATTACHMENT A**

**PRICE PROPOSAL SHEET**

**Bid Title: HVAC REPLACEMENT**

**Bid Due Date & Time:** Friday, December 15, 2023, at 11:00 a.m.

We have received all documents related to the above referenced project. We have examined all documents and have had the opportunity to submit questions for clarification. We hereby propose to provide services for the replacement of the HVAC system at the Jefferson County Community Center (gymnasium) as follows:

|  |  |
| --- | --- |
| **TOTAL LUMP SUM PRICE****(Tax Exempt – Do not include Tax)** |  |

|  |  |
| --- | --- |
| **Company Name:** |   |
| **Address:** |   |
| **Federal ID Number** |   |

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Authorized Signature) (Date)**

**Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ATTACHMENT B**

**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:

1. Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
2. 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)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_