

**JEFFERSON COUNTY PARKS &
RECREATION COMMISSION PARKS
& RECREATION COMMISSION
WEST VIRGINIA**

Request for Proposal (RFP)

2024 Mini-Van

Proposals Due:

**Monday, March 25, 2024
10:00 a.m.**

**JEFFERSON COUNTY PARKS & RECREATION COMMISSION PARKS &
RECREATION COMMISSION
REQUEST FOR PROPOSALS**

2024 Mini-Van

The Jefferson County Parks & Recreation Commission Parks and Recreation Commission is accepting sealed proposals for the purchase of a 2024 Mini-Van. Submissions to this request will ultimately be awarded to a firm judged to be both responsible and responsive to the request in every way, including having offered the most beneficial and appropriate price proposals.

Questions and inquiries should be submitted in writing by mail or email to:

Jennifer Myers, Director
235 Sam Michaels Lane
Shenandoah Junction, WV 25442
jmyers@jcprc.org

Please submit two copies of the proposal in a sealed enveloped clearly marked 2024 Mini-Van. 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 or emailed to:

Jefferson County Parks & Recreation Commission Parks & Recreation Commission
Attn: Jennifer Myers, Director
235 Sam Michaels Lane
Shenandoah Junction, WV 25442
jmyers@jcprc.org

Proposals must be received by **Monday, March 25, 2024 by 10:00 a.m.** in the office of the Jefferson County Parks & Recreation Commission. Proposals will be opened immediately thereafter. Any proposal received after the due date and time may 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.

I. INTRODUCTION:

Proposals are being requested from interested parties to provide a 2024 Mini-Van. Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

II. SCOPE OF WORK

A. GENERAL

The Jefferson County Parks & Recreation Commission Parks and Recreation Commission is soliciting bids from qualified and interested firms (hereinafter referred to as the "Proposer") for providing a 2024 Mini-Van as per the attached specification sheet.

B. GUIDELINES AND REQUIREMENTS

1. The Proposer will provide in a timely manner a mini-van according to the specification sheet attached.
2. Any deviation from the specification must be duly noted in the Proposer's bid package.
3. The intent of Jefferson County Parks & Recreation Commission Parks & Recreation Commission is to take possession of the vehicle as soon as possible.
4. The successful bidder will be required to arrange delivery of all vehicles to 235 Sam Michaels Lane, Shenandoah Junction, WV 25442.
5. Jefferson County Parks & Recreation Commission Parks & Recreation Commission is tax exempt. ID# 55-0676727. Do not include sales tax.

III. Q&E / TECHNICAL PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of 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. Nature of proposing firm and parent company, if any.

3. Submit the names and contact information of the "principal" staff member(s) who will be responsible during the performance of the contract.

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 employing only US Citizens or those persons legally 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 B) in its entirety.
 2. Fully executed Non-Collusion Certificate (Attachment C)
 3. Proof of current business licenses.
 4. Statement that only US Citizens or legal immigrants are employed.
 5. Proof of minimum insurance requirements as detailed in Section IX below.
 6. 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 by the Jefferson County Parks & Recreation Commission Parks & Recreation Commission.
- 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 Jefferson County Parks & Recreation Commission reserves the right to terminate the contract.

VI. USE OF EXISTING DOCUMENTS:

Jefferson County Parks & Recreation Commission will cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in the Jefferson County Parks & Recreation Commission's 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.

VII. PAYMENT:

Invoices must be submitted to:

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

Payment will be made at time of vehicle delivery.
Purchasing card or ACH is the preferred method of payment.

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 Parks & Recreation Commission.

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 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.
- 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 Jefferson County Parks & Recreation 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 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.
- 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. Firm's capacity to perform the work, giving consideration to current workloads;
 - 4. Firm's familiarity with problems applicable to this type of services;
 - 5. References from previous clients, including size and scope of the services, name and telephone number of contact person.
 - 6. Price Proposal. Jefferson County Parks & Recreation Commission is a tax-exempt organization (ID# 55-0676727).

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 Parks & Recreation Commission.
- 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 Jefferson County Parks & Recreation Commission's prior knowledge of their abilities.
- F. Jefferson County Parks & Recreation Commission 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 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.
- B. Jefferson County Parks & Recreation Commission 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 Parks & Recreation Commission 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 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 In-House Legal Director 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.

- 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 Parks & Recreation Commission Parks & Recreation Commission.
- F. No reports, information or data given to or prepared by the Firm/Company under this agreement shall be made available to any individual or organization by the Firm/Company without the prior written approval of the Jefferson County Parks & Recreation Commission Parks & Recreation Commission.
- 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 Jefferson County Parks & Recreation Commission under the West Virginia Freedom of Information Act.
- H. Jefferson County Parks & Recreation Commission shall not be liable for any costs incurred by the Firm/Company in regard to preparation of its proposal.
- I. Jefferson County Parks & Recreation Commission reserves the right to request interviews.
- J. 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.
- K. Jefferson County Parks & Recreation Commission reserves the right to not 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 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.
- P. Hold Harmless/Indemnification: If a contract is awarded, the successful Firm/Company 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/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 Jefferson County Parks & Recreation 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 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/Company. Jefferson County Parks & Recreation Commission 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 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/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 Parks & Recreation Commission in re-procuring and completing the work.

- S. 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.
- 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 Jefferson County Parks & Recreation 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 Parks & Recreation Commission will assume no responsibility for oral instructions or suggestions. Every interpretation made by Jefferson County Parks & Recreation Commission 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 –Specification Sheet

Attachment B –Proposal Cover Sheet

Attachment C – Non-Collusion Certificate

ATTACHMENT A

SPECIFICATION SHEET

Vehicles must be equal to or exceed the specifications below:

- 2024 Mini-Van
 - Acceptable models include: Honda Odyssey, Chrysler Pacifica, Kia Carnival, Toyota Sienna, or any comparable model.

- Exterior Finish
 - White

- Minimum Specifications
 - All standard equipment
 - All Wheel Drive (AWD)
 - Tire Pressure Monitoring System (TPMS)
 - Automatic Transmission
 - Gas Engine
 - Remote keyless entry
 - Audio-AM/FM stereo
 - Bluetooth
 - Air conditioning
 - Full power options (windows, locks, steering, etc.)
 - Cruise control
 - ABS Brakes
 - Intermittent wipers
 - Tilt Steering
 - All weather floor mats
 - All season tires
 - Rearview Backup Camera
 - Third row

ADDITIONS OR DEVIATIONS FROM THESE SPECIFICATIONS MUST BE NOTED ON THE BID DOCUMENTS.

ATTACHMENT B

PROPOSAL COVER SHEET

This cover sheet must be placed on the very top of your proposal.

Bid Title: 2024 Mini-Van

Bid Due Date & Time: March 25, 2024, 10:00 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 furnish vehicles per the specifications as follows:

Year, Make & Model of Proposed Vehicle	Total Lump Sum Price of Vehicle <ul style="list-style-type: none">• Including vehicle prep & delivery• Tax Exempt – Do not include tax

Estimated Delivery Date:	
---------------------------------	--

Company Name:	
Address:	
Federal Identification Number:	

By: _____
(Authorized Signature) (Date)

Title: _____

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 Jefferson County Parks & Recreation Commission of Jefferson County Parks & Recreation Commission, West Virginia, administrative or supervisory personnel or other employees of Jefferson County Parks & Recreation Commission 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: _____