

## **REQUEST FOR PROPOSALS (RFP) REGARDING Clearing of land (hay and tree removal) and planting grass in the Burr Industrial Park in Kearneysville WV 25430**

The Jefferson County Development Authority, West Virginia (herein referred to as the “Development Authority” or “JCDA”) is requesting Proposals from interested parties for the “Clearing of land (hay and tree removal) and planting grass in the Burr Industrial Park in Kearneysville, WV 25430.”

The Development Authority (or its designated representatives) will be evaluating submissions to this request (the “Proposals”) and will ultimately select an individual and/or firm judged to be both responsible and responsive to the request in every way. The Development Authority may interview some or all prospective individuals/firms to discuss Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the Development Authority is available from the Development Authority Office, 1948 Wiltshire Road, Suite 4, Kearneysville, WV 25430, or by telephone at 304-728-3255. Inquiries should be submitted via email to Edwina Benites-LM, Executive Director, [ebenites@jcda.net](mailto:ebenites@jcda.net).

Proposals must be submitted no later than 4:30 p.m. on Wednesday, November 22, 2023. Failure to provide the required information as requested in the RFP for the Development Authority’s review may result in disqualification.

The Development Authority shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Development Authority does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability for the provision of services.

The Development Authority reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in its best interest.

### **I. INTRODUCTION:**

The JCDA is requesting Proposals from individuals and/or firms for the “Clearing of land (hay and tree removal) and planting grass in the Burr Industrial Park in Kearneysville, WV 25430”. Written and electronic responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

### **II. SCOPE OF SERVICE:**

The scope of work includes but is not limited to the clearing of land (hay and trees) and planting grass in the Burr Industrial Park in Kearneysville, WV 25430. The hay will need to be removed from lots 7, 9, 10, 15 and 16. Trees will need to be removed from lots 9, 10, 15, 16, 35, 36, 39 and 43. Grass will need to be planted on such lots after removal. This would be on an as-needed basis. See attached map.

1. The Contractor is responsible for clearing hay and trees from the above properties.
2. The Contractor is responsible for clearing the property at the Contractor's own expense, keeping any harvested materials.
3. All debris shall become the property of the Contractor. It shall be the Contractor’s responsibility to remove and dispose of, from the site, all materials in accordance with

- federal, state, and local guidelines, ordinances, and codes.
4. The Contractor is responsible for collecting and transporting debris. All truck hauling must comply with State Department of Transportation regulations.
  5. All relevant street side appurtenance including fire hydrants and street signs shall be left undamaged during demolition and debris removal. Damaged, disconnected, and/or out-of-place street-side appurtenance, such as fire hydrants, manhole covers and street signs shall not be collected, unless otherwise directed by the County's representative. Locations of previously damaged appurtenance shall be reported to the JCDA prior to beginning Work.
  6. The use of burning at the project site for the disposal of refuse and debris will not be permitted. The use of explosives will not be permitted.

### **III. Q & E/TECHNICAL PROPOSAL:**

Respondent shall respond to and reference each section and subsection for portion(s) of the RFP proposal. At a minimum, your proposal shall include the following information. Failure to discuss each item may make the submittal non-responsive and may result in a non-consideration of the respondent's services.

#### **A. Firm Information**

1. Name, address, telephone number (landline and cell), fax number of the individual and/or firm from which the project will be managed.
2. Parent company, if any.

#### **B. Miscellaneous Requirements:**

After award but before execution of the contract:

1. The selected contractor must provide proof that they possess the required professional licensing to conduct business in the State of West Virginia.
2. The selected contractor will be responsible for obtaining the required State, Federal, and Local Permits if applicable.

### **IV. PROPOSAL:**

At a minimum, your Proposal shall include the following:

1. Complete, detailed narrative addressing all items in Section III above.
2. Information pertaining to required business licenses as required by law.
3. A statement that the minimum insurance requirements as detailed in Section IX below will be in effect prior to execution of the contract.
4. Fees and costs to be charged and whether such compensation will be a flat fee or a time and costs method, or if no fee will be charged.
5. Timeline for executing the work.

### **V. TERM OF CONTRACT:**

1. The contract will commence upon award by the Development Authority and remain in effect for one year.
2. If the Individual 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 Development Authority reserves the right to terminate the contract.

## **VI. USE OF EXISTING DOCUMENTS:**

The Development Authority will cooperate to the fullest extent by making available to the Firm/ Company all documents pertinent to this service that may be in their possession. The Development Authority makes no warranty as to the accuracy of existing documents nor will they accept any responsibility for errors and omissions that may arise from the Individual/Company having relied upon them.

## **IX. INSURANCE REQUIREMENTS:**

General Liability – The successful Bidder must show evidence of general 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 the Development Authority.

The JCDA shall be added as an additional insured for the duration of the contract.

## **XI. SELECTION PROCESS:**

- A. This solicitation is issued pursuant to the implementation of applicable purchasing policies. The Development Authority shall not be liable for any costs not included in the proposal, not contracted for subsequently, or regarding the preparation of your proposal.
- B. The Development Authority will evaluate responses to this request and select the lowest bidder as required by the West Virginia Code. In the event of multiple bidders would complete this contract for no fee the entity with the best service will be selected.

## **XII. 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.
- B. It is expected that the contract award will be made within thirty (30) calendar days after the opening of the proposals.
- 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 submitted.
- E. The Development Authority reserves the right to request clarification of information submitted and to request additional information from one or more applicants.

## **XIII. TERMS AND CONDITIONS:**

- A. The Development Authority reserves the right to reject any or all proposals or to award the contract to the next recommended Individual/Company if the successful Individual/Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. The Development Authority reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. The selected Individual/Company shall be required to enter into a contract agreement with the Development Authority. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Development

Authority's Legal Counsel and shall contain, at a minimum, applicable provisions of this request for proposal. The Development Authority reserves the right to reject any agreement that does not conform to this request for proposal and any Development Authority requirements for agreements or contracts.

- D. The Development Authority shall not be liable for any costs incurred by the Individual/Company regarding the preparation of its proposal.
- E. The Individual/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.
- F. The Individual/Company hereby represents and warrants:
  - 1. That it is now or will be by the time the contract is executed, 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.
  - 5. In addition to any other remedy available to the Development Authority, a breach of any of the services contracted herein shall, at the election of the JCDA, be grounds for termination of the contract. Failure of the Development Authority 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 the JCDA.
- G. Hold Harmless/Indemnification: If a contract is awarded, the successful individual/company will be required to indemnify and hold the Development Authority, 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 individual/company's performance of the contract awarded. Any property or work to be provided by the individual/company under the contemplated contract will remain at the individual's/company's risk until written acceptance by the Development Authority; and the individual/company will replace, at the individual's/company's expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the JCDA.
- H. Termination for Convenience: The Development Authority may terminate any contract in whole or in part, whenever it is determined that such termination is in the best interest of the JCDA, without showing cause, upon giving 30 days written notice to the individual/company. The Development Authority shall pay all reasonable costs incurred

by the individual/company up to the date of termination. However, in no event shall the individual/company be paid any amount that exceeds the price proposed for the work performed. The individual/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.

- I. Termination for Default: When the individual/company has not performed or has had unsatisfactory performance in the contract, the Development Authority may terminate the contract for default. Failure on the part of an individual/company to fulfill the contractual obligations shall be considered just cause for termination of the contract.
- J. Interpretation: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

#### **XIV. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:**

Should the Individual/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 Development Authority. All necessary interpretations will be issued to all Individuals/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Individual/Company to receive any such addendum or interpretation shall not relieve such Individual/Consultant from any obligation under their proposal as submitted. The Jefferson County Development Authority will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON THE DEVELOPMENT AUTHORITY.** Every interpretation made by the Development Authority will be made in the form of an addendum that, if issued, will be sent to all interested parties.