

**Martinsburg-Berkeley County
Parks and Recreation**

Request for Quotation (RFQ)

For

Land Development and Construction Services

January 12, 2023

**REQUEST FOR QUOTATION (RFQ)
REGARDING LAND DEVELOPMENT AND CONSTRUCTION SERVICES**

The Martinsburg-Berkeley County Parks and Recreation Board (herein referred to as “MBCPR”) is requesting Quotation Proposals from interested parties for Land Clearing and Construction Services as it relates to the development of a proposed 10+/- acre park located at Hammonds Mill Road (Rt. 901) and St. Andrews Drive, Falling Water, WV 25419 (hereinafter referred to as the “Spring Mills Park”).

The MBCPR Board (or its designated representatives) will be evaluating submissions to this request and will ultimately select a firm judged to be both responsible and responsive to the request in every way. MBCPR intends to interview some or all prospective firms to discuss Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the MBCPR is available from the Administrative Office, 273 Woodbury Avenue, Martinsburg, WV 25405, by telephone at 304-264-4842, or by website at mbcparks-rec.org. Inquiries should be directed to Bob Williams, Executive Director, 304-264-4842.

Two (2) copies of submittals of Quotations from interested businesses should be enclosed in a sealed opaque envelope marked “**Request for Quotations for Land Development & Construction Services-Spring Mills Park**”. Proposals must be submitted and time-stamped into the MBCPR Administrative Office, 273 Woodbury Avenue, Martinsburg, WV, 25405 **no later than 4:00 p.m. on Thursday, February 9, 2023.** Failure to provide the required information as requested in the RFQ for MBCPR’s review may result in disqualification.

Proposals received will be opened and recorded at 4:30 PM on Thursday, February 9, 2023 in the MBCPR Administrative Office, 273 Woodbury Avenue, Martinsburg, WV, 25405.

MBCPR 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. MBCPR does not discriminate on the basis of race, color, national origin, sex, religion, age or disability for the provision of services.

MBCPR 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 MBCPR.

I. INTRODUCTION:

The Martinsburg-Berkeley County Parks and Recreation Board, (hereinafter referred to as “MBCPR”) is requesting quotations from firms to provide land development and construction services for the preparation of all necessary land development and construction of specific items in a design approved by Berkeley County Council of a proposed 10 +/- acre park (hereinafter referred to as the “Spring Mills Park) located at Hammonds Mill Road (Rt. 901) and St. Andrews Drive, Falling Water, WV 25419. Only written responses to this RFQ shall be considered. All materials submitted shall become part of the proposal.

II. BACKGROUND:

Berkeley County is located in the eastern panhandle of West Virginia. According to 2020 Census information, Berkeley County has a population of 122,076 making it the second-most populous county in West Virginia, behind Kanawha. Martinsburg is the County Seat.

The county lies adjacent to the Washington-Baltimore Metropolitan area and is one of three counties in the Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area.

Partly because of its proximity to Washington, D.C., Berkeley County is the fastest growing county in the State of West Virginia and among the fastest growing in the entire country.

Martinsburg-Berkeley County Parks and Recreation is currently governed by a nine (9) member Board.

III. SCOPE OF WORK

A. GENERAL

Working with the MBCPR, the successful company/firm will construct the elements listed below in the development of a new park site. The construction is to follow the plan set as approved by Berkeley County. The plan set is available in digital format at mbcparks-rec.org. Color choices, fixtures, and other elements/details not called out on the plan set will be coordinated with MBCPR representatives.

1. Earthwork
 - a. Clearing and preparing the site for the placement of a parking lot, two (2) pavilions, a playground, a restroom, walking trails, and stormwater features.
2. Utilities
 - a. Connect to the water and sewer tie-ins at the property line to the restroom.
 - b. Connect the electrical service. It needs to serve the restroom and both pavilions.
3. Stormwater
 - a. Construct the stormwater features according to the approved plan.
 - b. Provide sediment and erosion control as required.
4. Parking and Trails
 - a. Construct the paved parking lot.
 - b. Construct the trails. Final trail alignment will be determined on-site with MBCPR representative, to preserve mature trees.
5. Pavilions and Playground
 - a. Construction of pavilion packages, including footers and concrete pad. Pavilion package will be provided by MBCPR. Electric to be provided to

- the pavilion for lights and outlets.
- b. Preparation of the playground pad. The playground package and installation will be provided by MBCPR.
- 6. Restroom
 - a. Preparation of the restroom pad, with utilities brought to the pad.
 - b. Restroom to be built according to the plan set.
- 7. Traffic Control and Safety
 - a. Contractor will provide traffic control as required when equipment and supplies arrive or depart the site.
 - b. Safety measures will be in place to ensure safety of workers and MBCPR representatives.

IV. **Q&E / TECHNICAL PROPOSAL:**

Respondent shall respond to and reference each section and subsection for portion(s) of RFQ proposal. ***At a minimum, your Quotation 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. Firm Information

- 1. Name, address, and telephone number of the Company/Firm and parent company, if any, from which the project will be managed.
- 2. Nature of Company/Firm and parent company, if any.

B. Firm Capabilities

- 1. Describe the size of your firm/project office as related to size of staff.

C. Firm Principals and Background

- 1. Submit the 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.
- 2. Describe in depth the operations team available to the "principal" staff member(s). Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephone consultations and on-site meetings.
- 3. Provide a list of at least three (3) but no more than five (5) similar and/or relevant projects that you have completed 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/Firm has the required professional licensing to conduct business in the State of West Virginia.
- The selected Company/Firm must certify that it is employing only US Citizens or those persons legally in the United States.
- The selected Company/Firm must show proof of current workers compensation coverage in good standing or payroll information which will show that coverage is not required.
- If subcontractors are used, subcontractors must also provide proof of professional licensing license and workers compensation in good standing (if applicable).

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.

V. PROPOSAL:

A. At a minimum, your Proposal shall include the following:

1. Complete, detailed narrative addressing all items in Section IV above.
2. Fully executed Non-Collusion Certificate - Attachment A.
3. Proof of all current business licenses as required by law.
4. Statement that only US Citizens or legal immigrants are employed.
5. Proof of minimum insurance requirements as detailed in Section IX below.
6. Proof of current workers compensation coverage, if required.
7. Any conclusions, remarks and/or supplemental information pertinent to this request.

VI. TERM OF CONTRACT:

- A. The contract will commence upon award by the MBCPR Board.
- 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 MBCPR Board reserves the right to terminate the contract.

VII. USE OF EXISTING DOCUMENTS:

MBCPR will cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in MBCPR's possession. MBCPR makes no

warranty as to the accuracy of existing documents or will MNCPR accept any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

VIII. COMPENSATION TO THE FIRM UPON AWARD:

Invoices must be submitted to:

Martinsburg-Berkeley County Parks and Recreation
273 Woodbury Avenue
Martinsburg, WV, 25405

Payment will be made within thirty (30) days of receipt and approval.

IX. 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 Berkeley County.

X. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:

There is no performance bond required for this project.

XI. SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Berkeley County’s Purchasing Policy. MBCPR 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. A Selection Committee appointed by the MBCPR will evaluate responses to this request and select those firms judged to be most qualified.
- C. It is the MBCPR’s intent to open and review each firm’s Quotations Proposal to determine a firm’s qualifications, experience and technical approach to the services. If the Selection Committee determines that a firm’s Qualifications & Experience/Technical Proposal is acceptable, then price will be considered.
- D. Since it is the MBCPR’s desire to select the most qualified firm, the Selection Committee 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 by the Committee are:
 - 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 in the past five (5) years, 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.

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 and will be returned 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 MBCPR.
- 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 this Committee's prior knowledge of their abilities.
- F. MBCPR reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

XIII. TERMS AND CONDITIONS:

- A. MBCPR 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. MBCPR 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 RFQ 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 MBCPR 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 MBCPR. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by MBCPR and shall contain, at a minimum, applicable provisions of this request for quotation. MBCPR reserves the right to reject any agreement that does not conform to this request for quotation and any MBCPR 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 MBCPR.
- 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 MBCPR.
- 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 MBCPR under the West Virginia Freedom of Information Act.
- H. MBCPR shall not be liable for any costs incurred by the Firm/Company in regard to preparation of its proposal.
- I. MBCPR reserves the right to request interviews.
- J. MBCPR reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of MBCPR.
- K. MBCPR 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 RFQ 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. Clarifications may be requested and dealt prior to the submission date and time.
- 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 MBCPR, breach of any of the services contracted herein shall, at the election of MBCPR, be grounds for termination of the contract. Failure of MBCPR 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 MBCPR.
- P. Hold Harmless/Indemnification: If a contract is awarded, the successful Firm/Company will be required to indemnify and hold MBCPR, 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 MBCPR; 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 MBCPR.
- Q. Termination for Convenience: MBCPR may terminate this or any contract, in whole or in part, whenever MBCPR determines that such termination is in the best interest of MBCPR, without showing cause, upon giving 30 days written notice to the Firm/Company. MBCPR 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, MCPR may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of MBCPR. 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 MBCPR in re-procuring and completing the work.
- S. The contractual obligation of MBCPR 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.

XIV. 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 MBCPR. 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. MBCPR will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON MBCPR.** Every interpretation made by MBCPR will be made in the form of an addendum that, if issued, will be sent by MBCPR to all interested parties.

The selected firm will be required to comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 109 of the Housing and Urban Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Conflict of Interest Statement and Access to Records provisions and all other requirements as related to HUD-funded projects.

MBCPR 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. MBCPR does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

MBCPR makes all final determinations and reserves the right to accept or reject any or all submittals.



**ATTACHMENT A
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 Martinsburg-Berkeley County Parks and Recreation Board, administrative or supervisory personnel or other employees of Martinsburg-Berkeley County Parks and Recreation have any interest in the bidding company except as follows: (complete if applicable)

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

Date

Signature

Printed or Typed Name

ATTACHMENT B

**PLAN SET SHOWING PLACEMENT OF TRAILS, PARKING LOT, PAVILION, RESTROOM
& STORM WATER MANAGEMENT AREA.**

Provided as PDF files, available on the MBCPR website at:
mbcparks-rec.org