

Eastern Panhandle Regional Planning and Development Council - Region 9

Request for Proposal (RFP)

for

Comprehensive Planning
Community and Economic Development Studies
Community Plan Review

March 2021

**REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS & EXPERIENCE /
TECHNICAL PROPOSALS FOR
COMPREHENSIVE PLANNING
COMMUNITY AND ECONOMIC DEVELOPMENT STUDIES
AND COMMUNITY PLAN REVIEW**

The Eastern Panhandle Regional Planning and Development Council - Region 9 is requesting Qualification and Experience/Technical Proposals from consultants/professional consulting firms to provide community development services to include, but not limited to, comprehensive planning, economic development, and engineering review to Region 9 and its West Virginia member municipalities and counties of Berkeley, Jefferson, and Morgan.

Region 9 will be evaluating submissions to this request and select a firm judged to be responsible and responsive to the request. Region 9 reserves the right to interview some or all prospective firms to discuss qualifications & Experience/Technical Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by Region 9 is available from the Region 9 Office, 400 W. Stephen Street, Suite 301, Martinsburg, WV 25401, by telephone at 304-263-1743 or by visiting the Region 9 website at www.region9wv.com.

One (1) original and five (5) copies of submittals of Qualification & Experience/Technical information from consultants must be enclosed in a sealed envelope marked "**Q&E/Technical Proposals**" with the portion(s) of the RFP firm is bidding on clearly labeled. Proposals must be submitted and time-stamped into the Region 9 office no later than **April 30, 2021 at 2:00 p.m.** Failure to comply with providing the above-required information for Region 9's review may result in disqualification of that firm.

The Region 9 Selection Committee shall evaluate the statements of qualification, technical proposals and other material submitted by interested properly licensed firms. This competitive process is used to objectively select the organization that will provide the highest quality consulting services. Accordingly, technical credentials and experience will be weighed heavily. The firms judged most capable will be invited to be interviewed by the Selection Committee.

Region 9 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. Region 9 does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

Region 9 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 Region 9 Council.

I. INTRODUCTION:

Qualification and Experience/Technical Proposals are being requested from professional service firms to provide The Eastern Panhandle Regional Planning and Development Council (Region 9) with community and economic development services to include, but not limited to, comprehensive planning, economic development studies/strategies, and engineering review to Region 9 and its West Virginia member municipalities and counties of Berkeley, Jefferson, and Morgan. Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

II. BACKGROUND:

Region 9 was organized on June 20, 1972 in response to enabling legislation passed by the West Virginia Legislature and approved by the Governor on November 17, 1971. This enabling legislation is known as the Regional Planning and Development Act of 1971 and was enacted through Article 25, Chapter 8 of the West Virginia Code.

The Council's mission is to assist the municipalities and counties of Berkeley, Jefferson, and Morgan in resolving their common problems; to engage in regional comprehensive and functional planning; to identify, apply for, and administer certain federal and state grants; and to provide a regional focus in regard to multiple programs undertaken on a regional basis.

Membership of the Council is specified by state law and the Council's By-Laws as follows: all municipalities and all counties within the region shall be represented on the Council.

The Council's 2019-2023 Comprehensive Economic Development Strategy (CEDS) outlines a series of community and economic development goals and objectives for the region and its member counties and municipalities. The Council's intent is to select a consultant that has the technical capabilities, experience, and staff capacity to provide the overall services specified in this RFP which will assist the Council in implementation of the CEDS.

III. SCOPE OF REQUIRED SERVICES:

A. Comprehensive Planning and Economic Development Strategies

Region 9 is requesting qualification and experience/technical proposals from firms who can provide comprehensive planning and economic development strategies for local municipalities and counties within the Region. Economic development strategies may need to be employed to provide comprehensive plans. Strategies may include but are not limited to:

1. Improving and expanding infrastructure needs in the region
2. Workforce development
3. Leveraging educational, public and private partnerships
4. Enhancing tourism and recreational opportunities
5. Preserving natural resources and functions to enhance economic development

B. Community and Economic Development Studies

Region 9 is requesting qualification and experience/technical proposals from firms who can provide community and economic development studies to address goals outlined in the 5-year plan (CEDS). Studies may address:

1. Improving and expanding infrastructure needs in the region
2. Workforce development
3. Leveraging educational, public and private partnerships
4. Enhancing tourism and recreational opportunities
5. Preserving natural resources and functions to enhance economic development

The 2019-2023 CEDS can be reviewed at: <http://www.region9wv.com/plans---studies.html>

IV. Q&E / TECHNICAL PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal will cover. *As a minimum, your Q&E/Technical 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. (DO NOT INCLUDE ANY PRICE FIGURES IN THE QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSALS.)*

A. Firm Information

1. Name, address, telephone number, fax number of firm and parent company, if any, from which the project will be managed
2. Nature of firm and parent company, if any
3. All applicable West Virginia professional licenses and certifications

B. Firm Capabilities

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

C. Principals and Background

1. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for the service during the performance of the contract.
2. Describe in depth the management 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 up to five (5) relevant projects firm has successfully completed over the last ten years, including project references for each specified project which includes business name, contact person, address, email, and phone number.

D. Conclusions

Remarks and/or supplemental information pertinent to this request

V. PRICE PROPOSAL: May be requested and is to be submitted only upon request

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

1. A quotation of hourly rates for each classification of employee to be used for these services. These hourly rates shall be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, support, supervision, fringe benefits, overhead, travel expense, printing profit and incidentals. The actual breakdown for these hourly rates is not required.
2. Fully executed Non-Collusion Certificate - Attachment A.
3. Conclusions, remarks and/or supplemental information pertinent to this request.

VI. TERMOFCONTRACT:

- A. The contract shall begin at date of award and the term shall extend for 12 months with the option to renew for 24 months at Region 9's discretion/approval.
- B. If the Consultant fails to comply with the specifications, they 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, Region 9 reserves the right to terminate the contract.

VII. USE OF EXISTING DOCUMENTS:

Region 9 will cooperate to the fullest extent by making available to the Consultant all documents pertinent to this service that may be in Region 9's possession. Region 9 makes no warranty as to the accuracy of existing documents nor will Region 9 accept any responsibility for errors and omissions that may arise from the Consultant having relied upon them.

VIII. COMPENSATION TO THE CONSULTANT:

The Consultant shall invoice Region 9 at the completion of the work or at intervals in the contract term as negotiated with Region 9. All invoices shall include a description of the work effort covered for that period. Failure to include the description of work with the invoice may result in rejection of the invoice. Payment shall be made within thirty (30) calendar days of receipt of invoices for services satisfactorily rendered and approved by Region 9.

IX. INSURANCE REQUIREMENTS:

Professional Liability – The service provider 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 Region 9.

X. CONSULTANT SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Region 9's Purchasing Policy. Region 9 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. The Selection Committee may be comprised of the following: Region 9's Executive Director (or appointee), Region 9's Assistant Executive Director or Program/Project Coordinator, (or appointee), Region 9 Council Chair (or appointee), and/or up to two Region 9 Council members.
- C. It is Region 9'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 requested. The Selection Committee will evaluate responses to this request and select the firms ~~judged~~ to be most qualified for an oral presentation.
- D. Since it is Region 9's desire to select the most qualified firm, the Selection Committee reserves the right to schedule oral presentations of 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 to firms;
 - 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 ten (10) years, including qualifications of staff members who will be involved in these services;
 - 4. 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;
 - 5. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
 - 6. Firm's capacity to perform the work, giving consideration to current workloads;

7. Firm's familiarity with problems applicable to this type of service;
8. References from previous clients, including size and scope of the services, name and telephone number of contact person.
9. Oral presentations, if required;

XI. PROPOSALS AND AWARD SCHEDULE:

- A. Proposals received prior to the deadline will be treated as confidential. 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 forty-five (45) calendar days after the opening of proposals. The contract will be awarded to the Vendor whose proposal, conforming to this request, will be the most advantageous to Region 9.
- 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 cannot be altered or amended after they are opened.
- E. The approval or disapproval of Consultants will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of their abilities.
- F. Region 9 reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

XII. TERMS AND CONDITIONS:

- A. Region 9 reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. Region 9 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 Region 9 the services set forth above.

- D. The selected Consultant shall be required to enter into a contract agreement with Region 9. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by Region 9 and shall contain, as a minimum, applicable provisions of this request for proposal. Region 9 reserves the right to reject any agreement that does not conform to this request for proposal and any Region 9 requirements for agreements or contracts.
- E. Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Executive Director of Region 9.
- F. No reports, information or data given to or prepared by the Consultant under this agreement shall be made available to any individual or organization by the Consultant without the prior written approval of the Executive Director of Region 9.
- G. Consultants 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 Region 9 under the West Virginia Freedom of Information Act.
- H. Region 9 shall not be liable for any costs incurred by the Consultant in regard to preparation of your proposal.
- I. Region 9 reserves the right to request interviews.
- J. Region 9 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 Council.
- K. Region 9 reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the Consultant agrees that they are satisfied, as a result of their own investigations of the conditions set forth in this request, that they fully understand their obligations.
- M. The Consultant shall abide by and comply with the true intent of the RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by Region 9, and as described herein.
- N. If awarded a contract, the Consultant hereby represents and warrants:
 - 1. That it is 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 become so in 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 Region 9, breach of any of the services contracted herein shall, at the election of Region 9, be grounds for termination. Failure of Region 9 to terminate the contract shall not be considered or construed as neither a waiver of such breach nor as a waiver of any rights or remedies granted or available to Region 9.
- P. HOLD HARMLESS/INDEMNIFICATION: If a contract is awarded, the successful Consultant will be required to indemnify and hold Region 9, 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 Consultant's performance of the contract awarded. Any property or work to be provided by the Consultant under this contract will remain at the Consultant's risk until written acceptance by Region 9; and the Consultant will replace, at Consultant's expense, all property or work damaged or destroyed by any cause whatsoever.
- Q. Termination for Convenience: Region 9 may terminate a contract, in whole or in part, whenever the Council determines that such termination is in the best interest of the Council, without showing cause, upon giving written notice to the Consultant. Region 9 shall pay all reasonable costs incurred by the Consultant up to the date of termination. However, in no event shall the Consultant be paid any amount that exceeds the price proposed for the work performed. The Consultant will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- Termination for Default: When the Consultant has not performed or has unsatisfactorily performed the contract, Region 9 may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of Region 9. Failure on the part of a Consultant to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Consultant will be paid for work satisfactorily performed prior to termination less any excess costs incurred by Region 9 in re-procuring and completing the work.
- R. The contractual obligation of Region 9 under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- S. 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 Consultant 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 Region 9. All necessary interpretations will be issued to all Consultants in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Consultant to receive any such addendum or interpretation shall not relieve such Consultant from any obligation under their proposal as submitted. Region 9 will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON REGION 9.** No requests received after **April 26, 2021** will be considered. Every interpretation made by Region 9 will be made in the form of an addendum that, if issued, will be sent by Region 9 to all interested parties.

**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 Eastern Panhandle Regional Planning and Development Council-Region 9 board, administrative or supervisory personnel or other employees of Region 9 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.

Signature

Date

Printed or Typed Name