

# Request for Proposals

Town of Gate City

Building Official or  
License Contractor  
Contracted Services



July 19<sup>th</sup>, 2022

SEALED PROPOSAL MUST BE DELIVERED TO:

Town of Gate City  
Attn: Greg Jones, Town Manager  
156 East Jackson Street  
Gate City, VA 24251

**Proposals Due: Open until filled**

## ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Owner: Town of Gate City

Project Name: Building Official Contract Services

Project Location: Town of Gate City - Town Limits

Description of Project/Services: Review property maintenance violation, notice of violations, provide advice and feedback to the Property Inspector, and make appearances in court.

RFP DOCUMENTS MAY BE OBTAINED FROM: <https://www.mygatecity.com/rfps/>

- All public notices, addendum and other documents shall be posted at:  
<https://www.mygatecity.com/rfps/>
- Insurance: To be considered for selection, persons or firms must be properly Insured at the time of proposal submission.
- All communication shall be in writing with the Town Manager listed below. Preferred method of communication is email.

Contact: Greg Jones, Town Manager

Address: 156 East Jackson Street, Gate City, VA 24251

Phone: (276) 386-3831

Email: [townmanger@mygatecity.com](mailto:townmanger@mygatecity.com)

Pre-submittal Conference: None. Recommend meeting with the Property Inspector prior to placing bid.

Submittal Due Date: **OPEN UNTIL FILLED**

Submittal Address: Town of Gate City  
Attention: Greg Jones, Town Manger  
156 East Jackson Street  
Gate City, VA 24251

Approved by: Gate City Town Council

## **Town of Gate City**

### **Building Official Contracted Services**

#### **1. General:**

The Town of Gate City, Virginia (hereafter referred to as the TOWN) is seeking the services of a qualified Building Official or a Licensed Virginia Contractor (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in Virginia, for the service of property maintenance enforcement for residents of Gate City, VA.

Interested CONTRACTORS should respond to this request on or before the date due for submission.

#### **2. Proposal Submission:**

In order to be considered responsive, statements must be submitted to Mr. Greg Jones, Town Manager, Town of Gate City, 156 East Jackson Street, Gate City, VA 24251, telephone (276) 386-3831.

Each proposal shall be submitted in a sealed envelope, which is clearly marked "Building Official Contract Services."

#### **3. Guidelines for Prospective CONTRACTOR:**

It is the policy of the TOWN that contracts be awarded only to responsible CONTRACTORS. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

- a. Must possess a Building Official certification or a License Virginia Contractor
- b. Must possess a proficient knowledge of the Uniform Building Code
- c. Must possess a proficient knowledge of all property maintenance ordinances as prescribed by the State of Virginia.
- d. Prefer experience with iWorq Code Enforcement Software
- e. Microsoft Office experience
- f. Able to work remotely and communicate via email.

#### **4. Timetable:**

Proposals Due: OPEN UNTIL FILLED

**5. Limitations:**

This Request for Proposals does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The TOWN reserves the right to accept or reject any or all statements received as a result of this request, or to cancel in part or in its entirety this Request for Proposals, if in the best interest of the TOWN to do so.

**6. Contract Award:**

Any contract entered into by the TOWN shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources, possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost. The contract shall be a firm fixed price

**7. Payment Schedule:**

Invoices are due in duplicate and payable monthly. Invoices are to be for the actual dollar value of the services provided.

**8. Ownership of Reports:**

All data, materials, and documentation pursuant to this contract shall belong exclusively to the TOWN.

**9. Disagreements and Disputes:**

All disagreements and disputes, if any, arising under the terms of the agreement, either at law, in equity, or by arbitrations, shall be resolved pursuant to the laws and procedures of the State of Virginia in which State this agreement shall be deemed to have been executed. No action at law, in equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of this agreement, in any jurisdiction whatsoever other than the State of Virginia.

**10. Termination of Contract for Cause:**

If, through any cause the CONTRACTOR shall fail to furnish in a timely and proper manner its obligation under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work by the CONTRACTOR under this contract shall, at the option of the TOWN become its

property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such work.

**11. Termination for Convenience of the TOWN:**

The TOWN may terminate the contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished work and materials as described in Paragraph 11 above shall, at the option of the TOWN become its property. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by this contract, less payments of compensation previously made.

**13. Indemnification:**

The CONTRACTOR agrees to protect, defend, indemnify, and hold the Town of Gate City harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the TOWN for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the TOWN, or its employees.

**14. CONTRACT:**

The contract between the Town of Gate City and the CONTRACTOR shall consist of (1) The request for proposal (RFP) and any amendments thereto, and (2) the CONTRACTOR's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the request for proposal shall govern.

However, the Town of Gate City reserves the right to clarify any contractual relationship in writing with the concurrence of the CONTRACTOR, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the CONTRACTOR'S proposal. In all other matters not affected by the written clarification, if any, the request for proposal shall govern. The proposer is cautioned that his proposal shall be subject to acceptance without further clarification.

## **15. CONTRACTOR'S Experience**

The CONTRACTOR must submit a list of previous and current projects which are considered identical or similar to the scope discussed herein and shall include the following:

1. Contract duration, including dates.
2. Services performed and fees for services.
3. Name, address, and telephone number of clients which may be contacted for verification of all data submitted.
4. References or Statements as to whether project was completed on time and within budget.

## **16. Scope of Services:**

The CONTRACTOR shall perform all necessary services provided under this contract as required by the Town in connection with and in regards to:

- a. Review and sign Property Notices of Violation as prepared by the Property Inspector. This can be achieved by email communication and through the iWorq code enforcement software.
- b. Inspect and condemn buildings
- c. Provide advice and direction to the Property Inspector.
- d. If needed, provide expert testimony in court.

## **17. Term of Contract**

The term of any resultant contract will be for one year with a 1-year extension option, at the end of the option the contract will terminate, unless sooner terminated pursuant to the term of the contract or by law or unless renewed as set forth in such contract. Upon the mutual agreement of the parties, the contract may be renewed for a one (1) year period.

All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the contract. Prices for any renewal periods will be subject to the mutual agreement of both parties but should be limited to the CPI adjustment not to exceed 1.5% per contract year.

## **18. Proposals**

The following documents/information shall be included with your proposal:

- Provide a copy of Building Official certification and other training certifications
- Provide a resume showing previous experience.
- List of professional references
- Proposal/Signature Form.

## **19. Submission of the Proposal**

- There will be no Pre-Proposal Meeting. CONTRACTOR should meet with the Property Inspector prior to bidding.
- Sealed Proposals will be received at the Town of Gate City Municipal Offices, 156 East Jackson Street, Gate City, VA 24251. Your response and pricing should be submitted in a sealed envelope/package, clearly marked as follows:

Town of Gate City  
RFP: Building Official Contract Services  
Attn: Greg Jones, Town Manager  
156 East Jackson Street  
Gate City, VA 24251

Note: Thirty (30) day cancellation notice required