# **Request for Proposals**

Town of Gate City

Dog Park Signs Rt. 23 & W. Jackson Street Gateway Sign Rehab Rt. 23 Gateway Sign Relocation



December 12<sup>th</sup>, 2023

#### 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: January 24th, 2024, by 2.00 PM EST

#### ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Owner: Town of Gate City

Project Name: Right of Way Mowing, Grounds Maintenance Services, Brush Pickup

Project Location: Town of Gate City - Town Limits

Description of Project: Project 1: Create and Locate Dog Park Signs Project 2: Create & Rehabilitation two (2x) Gateway Signs Project 3: Relocate Gateway Sign on Rt. 23.

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

- All public notices, addendum and other documents shall be posted at: <u>https://www.mygatecity.com/rfps/</u>
- 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: <u>townmanger@mygatecity.com</u>

Pre-submittal Conference: None Submittal Due Date: January 24th, 2024 by 3.00 PM 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

Project 1: Create and Locate Dog Park Signs Project 2: Create & Rehabilitation two (2x) Gateway Signs Project 3: Relocate Gateway Sign on Rt. 23.

#### 1. General:

The Town of Gate City, Virginia (hereafter referred to as the TOWN) is seeking the services of a sign contractor (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in Virginia, for the creation of wayward and gateway signs.

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.

Proposals must be received no later than 3.00 PM on January 24<sup>th</sup>, 2024 to be eligible for consideration by the TOWN. Each proposal shall be submitted in a sealed envelope, which is clearly marked "Mowing Service." <u>NO EMAIL PROPOSALS WILL BE ACCEPTED</u>.

#### 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. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- b. Have the necessary experience, organization, technical and professional qualifications, skills, and facilities.
- c. Be able to comply with the proposed or required time of completion or performance schedule.
- d. Have a satisfactory record of performance.

#### 4. Timetable:

Proposals Due 3:00 PM on January 24, 2024

#### 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.

Sections 6 through 19 are shown/or the information of the CONTRACTORS submitting proposals and will be part of the terms and conditions governing the contract.

#### 6. Insurance and Bonds:

Insurance certificate is required as part of an award selection.

#### 7. 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

#### 8. Payment Schedule:

Invoices are due in duplicate and payable monthly. Invoices are to be for the actual dollar value of the services provided and must list when the service was performed.

#### 9. Ownership of Reports:

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

#### **10.** 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.

#### **11.** 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.

#### **12.** 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 the project was completed on time and within budget.
- 16. Scope of Services:

The CONTRACTOR must provide a bid for each project listed below:

## **Project 1: Create and Locate Dog Park Signs**

a. Location: Grogan Park: 203-213 Park Dr, Gate City, VA 24251

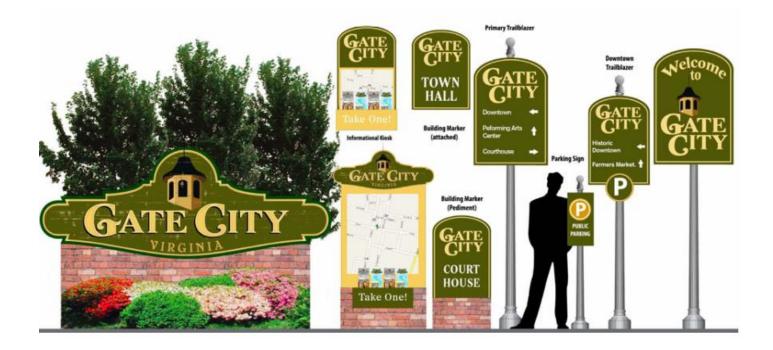


- **b.** Welcome Sign: Name: The Bark Park. There should be two signs affixed to 2x2 posts. The top sign should read: WELCOME to the BARK PARK. The second sign should be located below the Welcome Sign and should read: DOG PARK RULES: The verbiage should be as follows:
  - Park closes at sunset.
  - Patrons use the park at their own risk.
  - Handlers are liable for any injury or damage caused by their dog.
  - Handlers are limited to 3 dogs.
  - Dogs shall be licensed and vaccinated and have a tag indicating such on their collar at all times.

- Handlers must be 16 years of age or older.
- Children under 12 years of age are not permitted without a responsible adult.
- All dogs must be leashed when entering and exiting the park.
- Dogs must be under the control of their handler and attended to at all times while in the park.
- Handlers must carry a leash with them at all times while in the park.
- Handlers are responsible for picking up and disposing of their dog's waste in designated receptacles.
- Dogs in heat are prohibited from entering the park.
- Dogs under the age of 4 months are prohibited from entering the park.
- Aggressive dogs are prohibited from entering the park.
- Handlers must stop their dogs from digging and are responsible for filling any holes their dogs make.
- Excessive baking must be controlled, or the dog must be removed from the park.
- Bathing or the use of soaps and shampoos is prohibited.
- Food of any type is prohibited in the park.
- **c.** Location: The sign shall be posted in front of the Dog Park entrance.
- d. Large and Small Dog Signs. Two signs should be created:
  - 1. Larger Dogs OVER 30 LBS
  - 2. Smaller Dogs UNDER 30 LBS

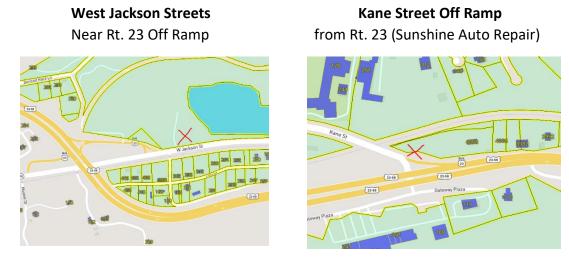
Both Signs shall have grommet holes in the corner so the signs can be attached to a fence. The signs should be 24"x 18".

- e. Sign Material: Sign should be constructed out of Aluminum.
- f. Sign Color: Sign should be in <u>Black and White</u>
- g. Sign Design: Signs should be designed to match our Wayward Sign Design listed below:



Project 2: Rt. 23 & W. Jackson Street Gateway Sign Rehab

**a.** Location: There are two Gateway Signs that need to be rehabilitated. The location of each is listed below:



- **b.** The current material used for the current Gateway Sign is almost twenty years old. The base of the sign remains in good condition. Each Gateway sign is composed of two signs: front and back. Each sign should be replaced.
- c. Sign Material: Use the same material as the original sign.
- d. Sign Color: The Gateway Signs should be in <u>Black and White</u>.

### Project 3: Relocate Rt. 23 Gateway Sign

**a.** Location: The location of the current Gateway Sign is on the Kane Street Off Ramp. The Gateway Sign which consists of a brick foundation will need to relocate to the hill on Kane Street behind Gate City High School.



**b.** If the base of the Gateway Sign can not be moved. Please include a proposal for a new base.

#### 17. Term of Contract

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.

#### 18. Proposals

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

- Working experience with the Town of Gate City
- Business Profile: Description of the Proposer's business including years in business, services provided, staff qualifications, past clients, current clients, professional affiliations, and license.
- Proof of Insurance.
- Proposal/Signature Form.

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

• There will be no Pre-Proposal Meeting. CONTRACTOR should meet with the Town Manger and visit the project area prior to bidding.

• Sealed Proposals will be received at and until 3:00 p.m. on January 24, 2024, in the Town of Gate City Municipal Offices, 156 East Jackson Street, Gate City, VA 24251 at which time they will be opened and publicly read aloud. Any response received after that time and/or date will not be considered. Your response and pricing should be submitted in a sealed envelope/package, clearly marked as follows:

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

#### NO EMAIL PROPOSALS WILL BE ACCEPTED.

Note: The expiration date of the insurance policy should be after the completion of the project or event, as applicable.