

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS on behalf of: DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

REQUEST FOR PROPOSAL
MONUMENT SIGN DESIGN AND CONSTRUCTION FOR
THE SOUTHERN VIRGINIA MEGASITE AT BERRY HILL

RFP#2020-05-27

May 27, 2020

CONTACT CONNIE GIBSON, PURCHASING MANAGER

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS REQUEST FOR PROPOSAL – AUDIT SERVICES

1.0 **GENERAL INSTRUCTIONS**

1.1 Invitation

The Pittsylvania County Purchasing Department, on behalf of the Pittsylvania County Board of Supervisors and the Danville-Pittsylvania Regional Industrial Facility Authority (RIFA), hereby issues to qualified firms, licensed in the State of Virginia, a Request for Proposal (hereinafter referred to as "RFP"), for design and construction of two (2) monument signs for the Southern Virginia Megasite at Berry Hill.

1.2 Deadline

Four (4) copies of a sealed proposal and one (1) electronic version shall be submitted no later than 2:00 p.m., Tuesday, June 23, 2020 to the following: Connie Gibson, Purchasing Manager Pittsylvania County Purchasing Department 1 Center Street, P.O. Box 426 Chatham, VA 24531

All Proposals must be in a sealed envelope and clearly marked in the lower left corner: "Sealed Proposal - RFP #2020-05-27-, Berry Hill Signs" Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror (page 2). All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. All Proposals shall be received by 2:00 P.M., Tuesday, June 23, 2020. Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:	
	Date:
	By:(Signature in Ink by Officer of the corporation)
	Name:
Zip Code	(Please Print)Title:
Phone: ()	Fax: ()
E-mail:	State of Incorporation:
State Corpora	ation Commission #:
	Attach a copy of your company's SCC Certificate and a list of officers
Receipt of the following Addenda are acknowledged: Addendum No, dated (Please note all addenda's)	
(Return this Fo	rm)

1. PURPOSE:

On behalf of the Danville-Pittsylvania Regional Industrial Facility Authority (RIFA), Pittsylvania County is soliciting qualifications and proposals from qualified sign companies to design and construct two (2) entrance monument signs (Sign) at the Southern Virginia Megasite at Berry Hill (Megasite). The two (2) signs shall resemble the enclosed sign rendering (Attachment A), have a consistent design, color and be constructed of the same materials. The overall sign dimensions may vary due to site location. The two (2) signs will be installed within the Megasite on RIFA owned property in the general locations shown on the attached plan (Attachment B).

Specifically RIFA is requesting proposals for the following:

- Sign design services for an entrance monument sign
- Construction services to ensure the sign is built structurally sound and easily maintained
- Site design and construction services for an entrance monument sign will be used for two (2) general locations as described in the RFP

2. BACKGROUND:

The 3,528-acre Megasite, located in Pittsylvania County, Virginia, is jointly owned and developed by RIFA, a political subdivision of the Commonwealth of Virginia. Suitable for OEM manufacturing operations and other large advanced industrial tenants, the Megasite is a unique collaboration amongst multiple jurisdictions in two (2) states. To date over \$200M has been invested in the project including installation of large capacity utilities and 200-graded acres. The Megasite is located on the U.S. Hwy. 311 (Berry Hill Road) industrial corridor and will soon have direct access to the I-785 and I-40 corridors via a new dedicated connector road to the Danville Expressway.

3. SIGN DESIGN:

The sign shall be designed to be attractive and exhibit professional quality of workmanship, which will reflect positively on the Megasite and RIFA. The sign design and size shall resemble the attached sign rendering and incorporate the Megasite's logo. The size and shape of the sign shall be large enough to be visible and easily read by motorists traveling on U.S. Hwy 311 from both directions and comply with the County's zoning ordinance. Both natural and artificial lighting should be considered when selecting colors, designs, lighting and placement. The sign shall be wind load rated for the location and constructed of durable and resistant materials able to resist fading, cracking, peeling, rusting and structural failure exposed to outside weather conditions and tampering. The two (2) signs shall resemble the enclosed sign rendering (Attachment A), have a consistent design, color and be constructed of the same materials.

4. SELECTION PROCESS:

An evaluation panel consisting of representatives from RIFA will review the proposals upon receipt. The proposal submitted will be the primary document on which each Respondent will be evaluated. Proposals will be evaluated by the panel considering the factors, which are listed below and which are listed in no particular order of significance:

A. Total cost of the two (2) signs (25 points)

- B. Narrative demonstrating an understanding of the project (20 points)
- C. Sign Design (25 points)
- D. Qualifications and experience of proposer (20 points)
- E. Staff and organization (10 points)

5. AWARD PROCEDURES

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- 6. The County reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the County.
 - a. The County reserves the right to revise or amend this RFP prior to the date set for receipt of the proposals. The date set for receipt of proposals may be changed if deemed necessary by the County. Any revisions and/or amendments will be in the form of an addendum to this RFP.

7. SUBMISSION OF PROPOSALS

The response to the RFP shall address the following items:

- A. Design and Content. The proposal response shall be limited to not more than fifteen (15) pages, exclusive of resumes and firm promotional materials. Use a font size no smaller than Times New Roman, 11 points.
- B. Letter of Transmittal. Make a positive commitment to perform the required work within the time frame provided. Also, give the name(s) of the person(s) who will be authorized to make representation, for your firm, their title, and telephone number.
- C. Sign Design & Construction Services. Provide a brief summary of your firm's approach to this project including sign design, including renderings labeling

- materials, colors, lighting, locations, sign dimensions and softscape features; construction drawings; and bid document preparation, if necessary.
- D. Organizational Capacity: Provide brief descriptions, including other signage and monumentation experience, of the principal personnel who would work with RIFA and describe their responsibilities for this project. If a subcontractor(s) will be used, please include contact information and services performed by the subcontractor.
- E. Timing: Provide a proposed timetable for the project, including your firm's availability to begin the project to completion.
- F. Pricing: Provide a total price for the requested services, including construction drawings and necessary engineering. Explicitly note any items that are on a reimbursement basis or excluded.
- G. References. The firm shall provide a list of not less than four (4) references, of similar projects. The following information shall be provided: contact person, mailing address, phone number and email address.

SPECIAL TERMS AND CONDITIONS

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website, www.pittsylvaniacountyva.gov.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

OWNERSHIP/FOIA: Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section

2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

COOPERATIVE PURCHASE: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

PURCHASING DEPARTMENT

I. GENERAL TERMS AND CONDITIONS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- (3) Drug Free Workplace During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. <u>Delivery Point:</u>

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the <u>actual</u> freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a <u>written</u> request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. <u>Anti-Collusion Certification:</u>

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a

contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. <u>Termination/Cancellation of Contract:</u>

Subject to the provisions below, the contract may be terminated by either party upon thirty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. <u>Termination for Convenience</u>

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the party of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. <u>Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years</u>

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. <u>Discounts:</u>

All bids will be evaluated and awarded on <u>net</u> prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. <u>Use of Name Brands Within These Specifications:</u>

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

STATEMENT OF DISCLAIMER

RE:	(BID OR RFP #)
furnis	This is to certify that no employee, official, or elected officer of the County of Pittsylvania proprietary interest in the company, corporation, partnership, or other organization, hing the goods and/or services, or stands to benefit personally from the furnishing of such or services as referenced above.
	FIRM:
	BY:
	TITLE:
	CONTRACTOR ELIGIBILITY CERTIFICATION
	This is to certify that this person/firm/corporation has not been barred from
biddir	ng on contracts by any agency of the Commonwealth of Virginia, nor is this
persoi	n/firm/corporation a part of any firm/corporation that has been barred from bidding
on co	ntracts by any agency of the Commonwealth of Virginia.
	Name of Official
	Title
	Firm or Corporation

12'-6" Approx. 6' 47 ... 24 ..

August 8, 2019

Scale: 1/4" = 1'-00"

Megasite logo approx. 5'-6" x 12'

Concept I (modified)

Jack Ritchie, RLA

Dewberry Engineers Inc.

SURGINIA 30"
SOUTHER REPORT OF THE PART OF

Southern Virginia Megasite at Berry Hill Monument Signage

ATTACHMENT A



