

Town of Gate City

Request for Proposal

Community Park
Design Build
Water Street
Gate City, Virginia

This procurement is based on the Virginia Public Procurement Act and all terms and conditions of the Act are made a part of this notice.

Contact Information:

Greg Jones

Town Manager

156 E Jackson Street

Gate City, VA 24251

townmanager@mygatecity.com

276.386.3831

The Town of Gate City is seeking design-build proposals from firms licensed to do business in the Commonwealth of Virginia, to design and build a community park located at the current parking lot on Water Street, in Gate City, Virginia.

BACKGROUND

The Town of Gate City owns a municipal parking lot on Water Street, which measures approximately 300 feet by 200 feet. We are set to transform this space into a vibrant community park that will feature a stage, splash pad, pickleball and basketball courts, a skate or pump park, EV charging stations, public restrooms, and structured parking.

Spectrum Design, P.C. has completed a feasibility study for the proposed park, laying out the detailed plans for its development. We are now moving forward by seeking a contractor for a design-build contract to execute these plans and bring the community park to life.

We will discuss the project details and requirements during a mandatory pre-proposal meeting scheduled for September 13th, 2024, at 3:00 PM at 156 E Jackson Street, Gate City, Virginia. Interested parties are encouraged to attend to ensure a comprehensive understanding of the project scope.

SCOPE OF SERVICES AND QUALIFICATIONS

The selected firm, under the direction of the Town of Gate City, shall be over all aspects of the project including but not limited to the following: Planning, budgeting, administration, scheduling, inspection, coordination, permitting, design, construction management, and construction.

Other services include:

- a. The firm shall perform all services with its forces or by contracting with others. Any independent contractor utilized must be approved in writing in advance by the Town of Gate City.
- b. The firm must be a licensed General Contractor in the Commonwealth of Virginia.
- c. The firm shall provide to the Town of Gate City with a Performance & Payment Bond in an amount not less than the total construction cost and inclusive of the firm's fees. The bonds shall remain in effect at least until one year after the project completes.

See Section 11.0 for a detailed list of requirements for the Community Park construction. Drawings are also attached.

A mandatory pre-proposal meeting will be held at 156 E Jackson Street, Gate City, Virginia 24251 on September 13th, 2024, at 3:00 PM. All interested parties must attend.

GUARANTEED MAXIMUM PRICE BASIS OF AWARD

The selection of a Design-Builder for a Guaranteed Maximum Price Basis of Award will be based on a fixed dollar budget for the project in the solicitation, and require submission of only Technical Proposals. The fixed price will be the same for all Offerors and award will be made to the Offeror with a Technical Proposal that receives the highest score.

Town of Gate City has an approved budget of approximately \$700,000 for this

Project (construction-related soft and hard construction cost). Accordingly, firms are to base their Proposals on the approved budget. Upon award, the Agreement for Design-Build Services, with a guaranteed maximum price, will be submitted to the Gate City Town Council for approval.

SUBSTANTIAL COMPLETION DATE

The final Design Development and Construction Documents should be submitted to the Town of Gate City in a timely manner such that the Project must be Substantially Completed by October 31st, 2025 (the “Substantial Completion Date”).

PROPOSAL PREPARATION & SUBMISSION

Send one original and four copies of the clearly marked proposal “RFP Community Park Project Design Build” no later than September 20th, 2024 at 3:00 p.m. to Town of Gate City, 156 E. Jackson Street, Gate City, VA 24251. No email proposals will be accepted.

The design-build process is two-step. The Economic Redevelopment Committee will serve as the Evaluation Committee. The Committee will evaluate the Technical Proposals based on the criteria contained in this RFP. Once the top contractor is selected, the project management team will develop the Agreement for Design-Build Services with the Fixed Price Award amount for approval by the Gate City Town Council.

Proposals shall address the items included in the Purpose, Scope of Services and the Evaluation Criteria. Proposals shall be as thorough and detailed as possible so that the Town of Gate City may properly evaluate capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

EXECUTIVE SUMMARY OF PROPOSAL

Each Offeror should provide a Proposal executive summary of no more than three pages of the information contained in the following sections.

GENERAL TEAM INFORMATION AND FIRM(S) DATA

Each Offeror should provide the following information for the Design-Builder and each of its subconsultants.

- a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- b) Firm profile(s), including:
 1. Age.
 2. Firm history(ies).
 3. Firm size(s).
 4. Areas of specialty/concentration.
 5. Current firm workload(s) projected over the next year.

6. A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Department and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a Proposal to this RFP need be listed.
- c) Description of the team organization and personal qualifications of key staff, including:
1. Identification of the single point of contact for the Offeror.
 2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 3. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - (i) The individual's name.
 - (ii) The individual's role.
 - (iii) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 - (iv) The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles.
 - (v) The individual's current workload over the next two years.
 4. Narrative description noting the experience that the key team members have working together.

RELEVANT EXPERIENCE AND REFERENCES

- a) Detailed descriptions of at least three (3) but no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:
1. The name and location of the project.
 2. The square footage of the project
 3. A short narrative of the scope of the contractor's work on the project.
 4. The delivery method implemented on the project.
 5. The start and end dates for construction.

6. The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
 7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 8. The level of completion of design documents that the initial contract value was based on.
 9. The actual substantial completion date and the final contract value.
- b) The Offeror shall provide a reference contact name and contact information for a minimum of three (3) past projects.
 - c) If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Committee will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

PROJECT MANAGEMENT PLAN

Offerors are required to submit with their proposal a management plan ("Management Plan"). The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. At a minimum, it should:

- a) Outline the procedures that the Offeror will use during the pre-construction phase to guide the design to ensure that it will stay within the budgetary constraint.
- b) Outline the purchasing procedures that will be used to maximize competition and manage cost constraints.
- c) Outline the procedures that will be used during the Construction Phase to minimize change orders and maximize Project quality.
- d) Identify the key personnel and their specific roles in managing the Project.

PRELIMINARY PROJECT SCHEDULE

In addition, the Management Plan should include a discussion outlining how the Offeror intends to implement the Project. This discussion should demonstrate an understanding of the key constraints and challenges related to the Project and how the Offeror will work to mitigate and manage these constraints and challenges.

Each Offeror should prepare a preliminary project schedule (the "Baseline Schedule") that shows how the Offeror intends to complete the Project in a timely manner. The Design-Builder shall incorporate any adjustment to the Baseline Schedule as may be reasonably requested by the Town of Gate City. The Baseline Schedule shall be developed in a sufficient level of detail so as to permit the affected parties (i.e. Town of Gate City, the Architect and the Design-Builder) to properly plan the Project, and shall show:

- a) Key design milestones and bid packages.
- b) Release dates for long lead items.

- c) Release dates for key subcontractors.
- d) Substantial and Final Completion Dates.

Upon award, the project schedule must be updated by the Design-Builder, at a minimum, on a monthly basis. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver

the Project in a timely manner.

PRICE PROPOSAL

The award and agreement will be on guaranteed maximum price basis. The Price proposal shall be organized as follows:

- a) Price Proposal Form. Each Offeror shall submit a bid form substantially in the form of the attachment. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.

If any portion cannot be met, the Offeror must identify the discrepancy in detail and describe an alternative solution.

EVALUATION CRITERIA

Proposals received will be evaluated and ranked in the order of the Offerors most likely to meet the needs of the Town of Gate City and satisfy the requirements described in this RFP.

- A. Relevant Experience & Capabilities of the Design-Build team (30 points)
- B. Key Personnel of Design-Build Team (20 points)
- C. Past involvement with similar projects (10 points)
- D. Project Management Plan & Schedule (30 points)
- E. Price (10 points)

Each evaluation criterion has been assigned a maximum number of points that demonstrates its relative importance. The total score will be determined as follows: (a) The Evaluation Team will assign a numerical score for each section based on the qualifications of the proposal. No proposal can earn more than the maximum number of points in any Section. (b) The scores for each Section will be added together. This score will be the total score for the proposal. The highest score of all the proposals will be interviewed. The firm with the highest scores and best interview will be awarded the contract.

AWARD CRITERIA AND CONTRACT TERM

The Committee will engage in individual discussions with Offerors which the Committee deems most qualified and capable. Repetitive informal interviews are permissible. Offerors may be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. The Committee may discuss non-binding estimates of cost for services. Proprietary information that is identified by the Offeror will not be disclosed to the public or to competitors.

If the Town of Gate City decides to move forward, only one Offeror will be selected. The Town of Gate City reserves the right to reject any and all proposals, and to accept proposals that are in the best interests of the project, at the Board's sole discretion.

Timeline of RFP Process

- Mandatory Pre-Proposal Meeting- September 13th, 2024 @ 3PM
- RFP Due Date- September 20th, 2024 @ 3PM
- Evaluation Period- September 20th – September 24th, 2024
- Interviews with top respondents (as needed) – September 13th, 2024
- Gate City Town Council Approval- September 24th, 2024

REPORTING AND DELIVERY INSTRUCTIONS

Initial proposals shall be submitted in a sealed envelope, clearly marked "RFP Community Park Project Design Build" no later than 3:00 p.m. September 20th, 2024 to:

Town of Gate City
156 E. Jackson Street
Gate City, VA 24251

Delivered In-Person by 3:00 PM on September 20th, 2024.

Questions should be sent to:

Greg Jones, Town Manager

E-mail Address: townmanager@mygatecity.com

Questions and answers will be sent to all attendees of the mandatory pre-proposal meeting.

It is the responsibility of the offeror to ensure that their proposal reaches the appropriate office prior to the date and time of closing. Late proposals will not be accepted.

GENERAL TERMS AND CONDITIONS

APPLICABLE LAWS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the state or federal court of appropriate jurisdiction located in the Wise County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the Town of Gate City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant

to the contract on the basis of the recipient's religion, Religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be Subject to audit. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply: During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
4. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By their signature on the proposal documents submitted, each Offeror attests that their agents and employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Gate City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Town of Gate City, relating to the particular goods or services purchased or acquired by the Town of Gate City under said contract.

CLARIFICATION OF TERMS

If a bidder has questions about any specifications or other solicitation documents, the Offeror should contact the Town of Gate City no later than ten working days before the due date. Any revisions to this RFP will be made only by an addendum issued by the Gate City Town Council.

PAYMENT

Payment will be made upon completion of the project, or at milestones to be determined as part of the signed Contract/Agreement for services.

QUALIFICATIONS OF OFFERORS

The Town of Gate City may make such reasonable investigations as deemed proper and necessary to determine the ability of Offerors to perform the services required. The Offeror shall furnish to the Town of Gate City all such information and data for this purpose as may be requested. The Town of Gate City reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The Town of Gate City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Town of Gate City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated.

TESTING AND INSPECTION

The Town of Gate City reserves the right to conduct any test or inspection it deems advisable to assure services conform to the RFP.

CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Town of Gate City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope

of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Gate City a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town of Gate City's right to audit the contractor's records or to determine the correct number of units independently.

DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Gate City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Gate City may have.

INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The Offeror further certifies that the contractor and any subcontractors will maintain this 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Owner of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Town of Gate City must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS

Within fifteen (15) calendar days after the effective date of the Town of Gate City – Contractor Agreement, the following bonds or security shall be delivered to the Town of Gate City and shall become binding on the parties upon the execution of the Contract:

1. A performance bond satisfactory to the Town of Gate City, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the Town of Gate City, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and
2. A payment bond satisfactory to the Town of Gate City, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the Town of Gate City, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.
3. The amount of the performance and payment bonds shall increase without the necessity of any action by the Town of Gate City, to the same extent the Contract Price increases due to changes.
4. All sureties providing bonds shall give written notice to the Town of Gate City at least thirty (30) days prior to the expiration or termination of the bond(s).
5. If at any time, any surety or sureties become insolvent or are determined by the Town of Gate City to be unable to adequately secure the interests of the Town of Gate City, the Contractor shall within thirty (30) days after such notice from the Town of Gate City to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to the Town of Gate City. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the Town of Gate City provided reasonable justification can be provided by the Town of Gate City for its determination.
6. A prime Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.

CONSTRUCTION CONTRACT BOND FORMS & COPIES; ALTERNATIVE FORMS

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the Town of Gate City's Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the Town of Gate City equivalent to the corporate surety bond.

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, dispensation, 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 the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS

A Offeror, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Town of Gate City and/or the Virginia Department of Housing and Community Development, whichever is sooner. The agency, its authorized agents, and state auditors shall have full access to and the right to examine any of said materials during said period.

NON-APPROPRIATION

Funding for any Agreement between the Town of Gate City and a Selected Firm (s) is dependent at all times upon the American Rescue Plan Act (ARPA) awarded to the Town of Gate City, Virginia. In the event that funding to support this Agreement is not awarded to the Town or sub-

awarded to the Town of Gate City, whether in whole or in part, then the Agreement may be terminated by the Town of Gate City effective the last day for which funding is available.

CONTRACT DOCUMENTS

1. The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the Offeror and the resulting listing agreement, all of which shall be referred to collectively as the contract documents.
2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

LAWS AND REGULATIONS

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
4. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the Town of Gate City, Scott County, or the Commonwealth of Virginia.

PREPARATION AND SUBMISSION OF PROPOSALS

Proposals must give the full business address of the Offeror and be signed by an agent authorized to bind the Offeror. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the general partners or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word “President,” “Secretary,” “Agent” or other designation without disclosing the principal, may be held to be the proposal of

the individual signing. When requested by the Town of Gate City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by another individual who is duly authorized to bind the Offeror. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

RECEIPT AND OPENING OF PROPOSALS

1. It is the responsibility of each Offeror to assure that their proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered. Email proposals will not be considered.
2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

PROPRIETARY INFORMATION

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a Offeror, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the Offeror, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the Offeror. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

TERMINATION BY THE TOWN OF GATE CITY FOR CONVENIENCE

1. The Town of Gate City may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
2. All amounts then otherwise due under the terms of this contract.

3. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
4. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
5. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT

1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.

The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

SPECIAL TERMS AND CONDITIONS

AWARD OF CONTRACT

Selection shall be made of an Offeror 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. 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 Town of Gate City 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 as not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

Should the Town of Gate City 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.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand

collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Offeror.

To receive consideration for award, this signature sheet must be returned to the Town of Gate City as it must be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones by listing on the attached page.

Company Name: _____

Address: _____

Signature: _____

Name (Type and Print): _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

PRICE PROPOSAL FORM

Project Name: Gate City Community Park

Company Name: Town of Gate City, VA

TOTAL PRICE: Dollars (\$ _____)

Price Breakdown:

Preconstruction Services Fee: _____

Design Fee/Cost: _____

Subtotal Preconstruction Costs: _____

Prime Direct Project Costs: _____

(labor, materials, equipment for self-performed work)

Subcontract Work Packages: _____

(labor, materials, equipment for subcontracted work)

Prime's General Conditions: _____

(overhead, taxes, permits, job site overhead, etc)

Prime's Fee (profit): _____

Subtotal Project Direct Costs: _____

Prime's Contingency: _____

Owner's Contingency (optional): _____

Management Reserve (optional): _____

Subtotal Project Contingency: _____

TAXES, PERMITS, BONDS AND FEES: Bid sum includes all applicable Virginia, Scott County or Town of Gate City taxes, permits, bonds and fees required by all legal authorities at the location of the Work.

BID GUARANTY: Not Required **PERFORMANCE & PAYMENT BOND:** Required