



Tourism Development Authority
North Carolina

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REQUEST FOR PROPOSALS
FOR
ROWAN COUNTY TOURISM
DEVELOPMENT AUTHORITY

Procurement of Wayfinding
Signs & Installation

ROWAN COUNTY TDA

204 East Innes Street
Salisbury, NC 28144
704-638-3100

Buzz.bizzell@gmail.com
meacham@visitrowancountync.com

Date Issued: Thursday, June 20, 2024

Date Due: Friday, July 12, 2024, at 5:00 PM ET

Administered By: Bizzell Designs on behalf of
James Meacham, CEO Rowan County Tourism

NOTICE TO CONTRACTORS

REQUEST FOR PROPOSALS

PROCUREMENT OF WAYFINDING SIGNS & INSTALLATION

Rowan County Tourism Development Authority (Rowan County TDA) invites all interested, qualified persons, or firms capable of providing the required products to submit bids for the procurement and installation of wayfinding signage. Rowan County TDA is considering the selection of a vendor for wayfinding signage procurement and installation. The following specifications and attachments describe the minimum requirements acceptable to Rowan County TDA. All bids submitted must meet or exceed the time frame and the product/service specifications as outlined in this invitation to bid.

Proposals for the Rowan County TDA procurement of Wayfinding Signs & Installation will be accepted until Friday, July 12, 2024, at 5:00 PM ET at the Rowan County TDA, 204 East Innes Street, Suite 280, Salisbury, North Carolina 28144 or by email to James Meacham at meacham@visitrowancountync.com. Request documents may be obtained by visiting Rowan County TDA website at: www.visitrowancountync.com/purchasing/

The Rowan County TDA has contracted Bizzell Designs to design the wayfinding system, dictate vendor specifications, and facilitate the bid process.

Submission of any proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County TDA and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

Rowan County TDA will require proof of coverage as outlined in the requirements be submitted with all proposals. Awarded vendor will be required to list Rowan County as an additional insured on coverage.

Once the RFP is public all questions related to the RFP shall be directed to Buzz Bizzell at buzz.bizzell@gmail.com and James Meacham at meacham@visitrowancountync.com.

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards.

Rowan County TDA reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the RFP.

This is the 20th day of June 2024.

Rowan County Tourism Development Authority

By: James Meacham
CEO Rowan County Tourism
and Contract Administration

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1. Section 1: Introduction & General Instructions

1.1. Intent of Request for Bids

The purpose and intent of this Request for Proposal (RFP) is to contract for the fabrication and installation of wayfinding signs within the Rowan County county-wide wayfinding system. As part of the Rowan County TDA's Comprehensive Master Plan, the TDA identified the need for a wayfinding sign program targeted at increasing citizen's and tourist's access to all five of the County's - individual Cities Historic Districts and civic destinations throughout the area. Vehicular, pedestrian, regulatory, and parking signage has been designed and planned for within the scope of this project. The wayfinding designs were developed and chosen with the intent to increase the sense of place and community in Rowan County. This portion of the project focuses on the procurement and installation of the boulevard & pedestrian sign structures.

The following documents make up this Request for Bids:

- a. This Document
- b. Scope of Work
- c. Bidder Information Sheet
- d. Bid Response Form

1.2. Important Dates

- | | |
|--|--|
| 1.2.1. Issue Date: | Thursday, June 20, 2024 |
| 1.2.2. Deadline for written questions: | Wednesday, July 3, 2024, at 5:00 PM ET |
| 1.2.3. Deadline for Submitting Bids: | Friday, July 12, 2024, at 5:00 PM ET |
| 1.2.4. Bid Presentations: | Wednesday, July 17, 2024, at 11:00 AM ET |

2. Section 2: Bid Submission

2.1. Submission of Bids

Bids must be presented on the **Bid Response Form** attached to the specifications in a sealed envelope and mailed or delivered to:

Rowan County Tourism
Attn: James Meacham
204 East Innes Street, Suite 280
Salisbury, NC 28144

The package shall be sealed and plainly marked "**RFP Rowan County Tourism Wayfinding Signage System**".

Bidders must submit one original sealed bid.

No responsibility shall be attached to Rowan County TDA for the premature opening of any bid not properly addressed or identified.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Friday, July 12, 2024 at 5:00pm AM ET in the Paul E. Fisher Gateway Building at 204 East Innes Street, Suite 280 Salisbury, North Carolina. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

2.2. Request for Clarification

Rowan County TDA will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Wednesday, July 3, 2024. These written questions or requests must be submitted to Buzz Bizzell and James Meacham, by mail or e-mail. Any questions Rowan County TDA feels are pertinent to all interested

bidders will be will be posted on the Rowan County TDA website www.visitrowancountync.com/purchasing/ and it is the responsibility of the Bidder to check for any addendums. The addenda for clarification will be posted by Friday, July 5, 2024 at 5:00 pm.

In addition, Rowan County TDA assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. Rowan County TDA will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by the County, other than those given in writing by Rowan County TDA, through the issuance of an addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of Rowan County TDA not necessarily assumed in this RFP.

2.3. Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this RFP and shall promptly notify Rowan County TDA of any omissions or errors found in this document.

2.4. Signed Bid Considered an Offer

Receipt of a signed bid shall be considered an offer on the part of the Bidder. The terms, conditions, and specifications of this RFP will become part of the contract if the bid shall be deemed approved and accepted by Rowan County TDA. In the event of a default on the part of the Bidder after acceptance by the Rowan County TDA, the TDA may take such action as it deems appropriate, including legal action for damages or specific performance.

2.5. Insurance Coverage

The Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Bidder shall provide and maintain the following coverage and limits:

2.5.1. WORKER'S COMPENSATION

Worker's compensation insurance as required by North Carolina law to cover all the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

2.5.2. COMPREHENSIVE GENERAL LIABILITY

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$500,000 per occurrence / \$1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance and **name Rowan County TDA as an additional insured.**

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

2.5.3. COMPREHENSIVE AUTOMOBILE LIABILITY

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and \$1,000,000 uninsured/underinsured motorist coverage. A Certificate

of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

Any exceptions must be agreed upon by Rowan County TDA.

2.6. Conflict of Interest

All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of Rowan County TDA. All Bidders must also disclose in writing with their bid the name of any employee or board member of the TDA who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

3. Section 3: Evaluation of Bids

3.1. Award Criteria

Rowan County TDA will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

3.2. Liquidated Damages

Liquidated Damages shall be assessed and levied against each Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated in their response. The damage amount applicable to each Contractor shall be as listed below and shall begin the day following the scheduled date of substantial completion (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

\$150.00 per calendar day

3.3. Pricing

Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the Rowan County TDA and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

3.4. Required Information

Qualified vendors should submit their qualifications and proposal by mail or email. Submittals should be kept to minimum necessary length to explain the vendor's attributes and pricing. Each copy of the submission should be complete and include the following minimum requirements:

3.4.1. Applicable licensure with North Carolina. (Bidder Information Sheet)

3.4.2. Warranty on above goods and services. (Bid Response Form)

3.4.3. Bids to be in the form of a proposed contract signed by the bidder. (Bid Response Form)

3.4.4. Include Cost plus 10% Contingency. (Bid Response Form)

3.4.5. Proposed days to complete (Bid Response Form)

3.4.6 A brief company history

3.4.7 A short narrative of the vendor's unique approach to these projects and a statement of understanding targeting the specific nature of this project

3.5.8 At least three references from a current or past client where vendor has supplied similar services.

3.5.9 Current insurance coverage

4. Section 4: Agreement & General Conditions

4.1. Timeline to Execute Contract

As time is of the essence, the Bidder is required to begin and/or commence the work to be performed under this contract within the time specified on the Bid Form. Failure by the Bidder to begin and/or complete the work within the contract time shall be assessed as a penalty for each day of overrun. The Bidder hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to Rowan County TDA and said charges shall be deducted from payment.

4.2. Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

4.2.1. Federal funds (when applicable): If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions (37 C.F.R. § 401.2); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.323); Record Retention Requirements (2 CFR § 200.324); Prohibition on Certain Telecommunications (2 C.F.R. § 200.216); and Domestic Preferences for Procurements (2 C.F.R. § 200.322)

4.3. Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

4.4. Collusive Bidding

The Bidder’s signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude Rowan County TDA from obtaining the lowest possible competitive price.

4.5. General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify Rowan County TDA (including the Board of Commissioners, as well as Rowan County TDA Board Members, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with Rowan County TDA named as an additional insured.

4.6. Warranty

Contractor shall warranty and guarantee the signs, which will be delivered in accordance with the provisions of the Rowan County TDA Wayfinding Signage project, for ten years from the date of delivery and acceptance by the Rowan County TDA. Contractor shall warrant and guarantee that the materials and finishes furnished under

this contract are the highest quality and new unless otherwise required or permitted by the contract documents; that the work will be free from defects not inherent in the quality required or permitted; and that the work conforms with the requirements of the contract documents. Contractor will agree to repair or replace, to the satisfaction of the County, any or all work not conforming to the contract documents, including substitutions not properly approved and authorized, workmanship or materials that prove defective within the warranty/guarantee period. This warranty/guarantee excludes remedy for damage or defect caused by abuse, modifications not executed by the Vendor or normal wear and tear under normal usage. Any work which may be damaged or displaced by the abuse, modifications not executed by the Vendor, improper, or insufficient maintenance, or improper operation shall also be excluded. Any repairs or replacements shall bear an additional 12-month guarantee, in addition to any remaining warranty period, as herein stated, dated from the final acceptance of repairs or replacement.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing, we collectively and separately do hereby authorize Rowan County to proceed to have defects repaired and made good at our expense, and will pay the costs and chargers; therefore, immediately upon demand.

4.7. Assignment

The successful Bidder shall be the prime Contractor and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with Rowan County TDA, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of Rowan County TDA.

4.8. References

The Bidder shall provide references of “like” customers the date, product(s) and services provided each business reference. The Bidder shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist Rowan County TDA personnel in contacting the Bidder’s references. The Rowan County TDA may request additional evidence of the Bidder’s experience, qualifications, ability, products, service facilities and financial standing for which the Bidder shall be prepared to provide to Rowan County TDA, if required.

4.9. Termination

4.9.1 Termination For Cause

Rowan County TDA reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should Rowan County TDA elect to terminate this contract for cause, Rowan County TDA will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the Rowan County TDA.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.
5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

Rowan County TDA shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then Rowan County TDA shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by Rowan County TDA, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by Rowan County TDA shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to Rowan County TDA the amount of said excess.

4.9.2 Termination for Convenience

If Rowan County TDA shall determine that it is in the TDA's best interest, Rowan County TDA shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the Rowan County TDA work site.

No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

SCOPE OF WORK

Fabrication & Installation

Rowan County TDA, based on the designs and specifications provided by Bizzell Design, Inc. and the regulations and fabrication requirements outlined by NCDOT, requests bids from qualified and experienced firms to provide Rowan County TDA with cost to:

- A. Fabricate and install 49 pedestrian scale signs (various sizes and locations, see drawings)
- B. Fabricate and install 16 boulevard scale signs (various locations, see drawings)

Additional Information

Final sign numbers and verbiage are pending NCDOT full approval and will be determined prior to the project beginning.

Additional questions about locations, specs, construction, and demolition can be direct to Buzz Bizzell at Buzz.Bizzell@gmail.com.

Necessary easement agreements will be secured by the time of installation.

BIDDER INFORMATION SHEET

1. COMPANY NAME _____
2. OWNER _____ OF _____ COMPANY _____
3. NUMBER _____ OF _____ YEARS _____ IN _____ BUSINESS _____
4. NUMBER _____ OF _____ PERSONS _____ EMPLOYED _____ ON _____ REGULAR _____ BASIS _____
5. WHO WILL BE THE COUNTY’S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT.

CONTACT _____

TELEPHONE _____

EMAIL _____
6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGENCY, SUCH AS SOIL AND WATER CONSERVATION.

REFERENCE NO. 1

NAME & TITLE: _____
AGENCY: _____
ADDRESS: _____
TELEPHONE: _____
NATURE OF ASSOCIATION: _____
EMAIL: _____

REFERENCE NO. 2

NAME & TITLE: _____
AGENCY: _____
ADDRESS: _____
TELEPHONE: _____
NATURE OF ASSOCIATION: _____
EMAIL: _____

BID RESPONSE FORM

The undersigned proposes and agrees that if this bid is accepted to contract with the Rowan County TDA, Salisbury, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of the Rowan County TDA for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: _____ dated _____
_____ dated _____

Proposed days to Complete: _____

COMPANY NAME

FEDERAL ID#

CONTRACTOR LICENSE ID#

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE # FAX #

SIGNATURE

SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)

Hourly Rate: \$ _____

Rowan County TDA is also requesting a rate for the following:

Emergency or Call back Hourly Rate: \$ _____/hr

Parts Mark up: _____%