



THE COUNTY OF
Granville
NORTH CAROLINA

**REQUEST FOR PROPOSALS
STREET SIGN INSTALLATION**

DATE OF ISSUE: May 31, 2024

REQUEST FOR PROPOSALS – STREET SIGN INSTALLATION

1. PURPOSE & BACKGROUND

Pursuant to North Carolina Gen. Stat. §143-131, Granville County (“County”) is requesting informal bid proposals from qualified vendors to install county street signs within the County. The purpose of this request for proposals (“RFP”) is to obtain informal bids is to select a qualified bidder (the “Bidder”) for the installation of street signs and storage of street sign materials and hardware. It is the County’s objective to select a bidder (the “Service Provider”) based on this RFP and recommend to the Granville County Board of Commissioners the award of a three-year contract. All labor, equipment, supplies, insurance and permits necessary to meet the requirements of this RFP shall be included in this quote.

2. STATEMENT OF REQUIREMENTS AND PROPOSAL INSTRUCTIONS

Proposal Submittal

Electronic copies are preferred and should be forwarded by email to: david.schexnayder@granvillecounty.org. with an email subject line of “Granville County – RFP – Street Sign Installation.” Paper copies will also be accepted and can be submitted to the Attention of the Management Analyst at P.O. Box 906, Oxford NC (mail) or 104 Belle Street, Oxford NC (hand-delivered). Postmarks will not be considered as eligibility in meeting the due date. All proposals must be received on or before the due date in order to be considered.

The County invites and encourages participation in this procurement process by minority-owned businesses, women-owned businesses and businesses owned by disabled persons.

The designated individual responsible for coordination of the RFQ is:

Contact: David Schexnayder
Management Analyst
104 Belle Street | P.O. Box 906
Oxford, NC 27565
(984) 256-1500
david.schexnayder@granvillecounty.org

RFP Schedule

The table below shows the intended schedule for this RFP. The County will make every effort to adhere to this schedule.

| Event | Responsibility | Date and Time |
|--------------------------------|------------------|--------------------------|
| Issue RFP | County | May 31, 2024 |
| Submit Written Questions | Service Provider | June 20, 2024 at 4:00 PM |
| Provide Responses to Questions | County | June 26, 2024 at 4:00 PM |
| Submit Proposals | Service Provider | July 1, 2024 at 4:00 PM |
| Contract Award | County | July 8, 2024 |
| Contract Effective Date | County | August 1, 2024 |

The proposal responses must be submitted no later than 4:00 PM on July 1, 2024. No submittals will be accepted after the deadline.

Proposal Questions

Upon review of the RFP documents, Service Providers may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Service Providers must submit any such questions by the above due date. Written questions should be directed to the County's Management Analyst, David Schexnayder by email to david.schexnayder@granvillecounty.org by the date and time specified above. Service Provider should enter "County – RFP – Street Sign Installation – Questions" as the subject for the email.

Proposal Instructions

1. ***Granville County reserves the right to reject any and all proposals and to waive informalities as may be permitted by law.***
2. Bidders are cautioned that it is the responsibility of each individual Bidder to assure their proposal has been received as required herein. The County is not responsible for proposals delayed by mail, delivery services, or electronic malfunctions.
3. No award will be made to any Bidder who cannot satisfy the County that they have sufficient ability and experience in the class of work to be completed and sufficient capital to enable them to prosecute and complete the work successfully within the time specified. The County's decision or judgment on these matters shall be final, conclusive, and binding.
4. County reserves the right to disqualify any contractor who contacts any County official, employee, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the County from conducting discussions with contractors after the bids have been opened.
5. County may engage in discussions with any contractor. Discussions might be held with individual contractors to determine in greater detail the contractor's qualifications, to explore with the contractor the scope and nature of the required contractual services, to learn the contractor's proposed method of performance, and facilitate arriving at a contract that will be satisfactory to the County.

Award of Contract

County will award the contract to the to the lowest responsible, responsive Bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

The following information must be provided:

1. Completed Attachment A- Intent to Propose Form
2. Completed Attachment B – Bid Proposal Form.
3. Completed Attachment C – Reference Disclosure Form –
[INTENTIONALLY DELETED]
4. Completed Attachment D – Certification of Financial Condition.
5. Completed Attachment E – Provider Experience
6. Any additional documentation or certifications required Section 3 below (Scope of Services and Required Documentation).

3. SCOPE OF SERVICES AND REQUIRED DOCUMENTATION

Based on existing information, the County estimates that 360 signs will be installed on an annual basis resulting in approximately 30 signs per month. The Granville County Addressing Coordinator will periodically preorder street signs and sign poles to be delivered to the contractor's address. Bidders must provide the following documentation or certifications:

1. Company/Individual's name and contact information. *Note: If the delivery address for signs and poles is different from the contact information, then please provide your delivery location as well.*
2. Statement of proposed methodology for an inventory tracking/control system to report inventory received, used, and remaining available for installation.
3. Certification that they can provide the required sign installation equipment and transportation in order to achieve a 2-week installation turnaround.
4. Certification that they can provide a safe and secure place for all the hardware, signs, & posts. (Note: Roughly 60 signposts are usually purchased at the beginning of each fiscal year).
5. Certification that they have the capacity to unload the posts from the delivery truck/tractor trailer.
6. Acknowledgement that contractor will provide a Certificate of Insurance prior to award of the contract naming Granville County as additional insured with the requirements as herein set forth.
7. The work shall be performed in accordance with Part 2 of the U.S. Department of Transportation's [Manual on Uniform Traffic Control Devices for Streets and Highways](#).

4. FEE SCHEDULE

1. The fee schedule should include rates for replacement of existing street signs, installation of new signs, replacement of sign pole, and installation of new sign pole. The Service Provider will provide all necessary tools, machinery, apparatus, and all means necessary (the "Equipment") to complete the work described in this RFP and the County shall bear no cost or expense related to the providing of said Equipment.
2. Fee schedule should include rates for the straightening of poles identified & assigned by the County Addressing Coordinator.
3. If the fee schedule includes an adjustment based on the Consumer Price Index (CPI) it must be capped at 3% annually and must be based on the CPI for the Southeast Region.

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GENERAL TERMS AND CONDITIONS

A. CERTIFICATION

The Bidder hereby certifies that it has carefully examined this RFP and the Bidder certifies that it understands the scope of the work to be done and that the Bidder has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Bidder certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Bidder certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

B. CONFLICT OF INTEREST

By submission of a response, the Bidder agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Granville County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

C. ASSIGNMENT

No assignment of the Bidder's obligations or the Bidder's right to receive payment hereunder shall be permitted without prior consent of the County. The Bidder may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

D. INDEMNIFICATION & HOLD HARMLESS

To the extent permitted by law, the Service Provider shall indemnify and save harmless the County, its officers, agents, employees and assigns from and against all loss, costs, damages, expenses and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under the contract by and between the selected Service Provider and the County.

E. INDEPENDENT SERVICE PROVIDER

It is understood that in the performance of any services herein provided, the Bidder shall be, and is, an independent Service Provider, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Bidder has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Bidder shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

F. PAYMENT AND INVOICING

The County will pay the Service Provider within thirty (30) days of receiving an invoice following completion of the services described herein. All invoices, except disputed invoices or portions thereof, shall be paid within thirty (30) days of receipt. If any amount owed is in dispute, the County will pay the Service Provider the amount not in dispute and shall retain the disputed amount until such time as the dispute is settled or a judgment is entered in accordance with applicable law. All invoices shall specify the amount paid for labor, materials or other direct expenses, and any applicable taxes including, but not limited to, sales taxes. Any sales taxes shall specify the entity (state or local) to whom taxes are paid and the amount of taxes paid to said entity. No payments will be made to the Service Provider until IRS form W-9 and other necessary forms required by applicable law have been completed.

G. INSURANCE

Bidders shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Granville County's Finance Department.

Workers' Compensation Insurance, with limits for Coverage A: Statutory for State of North Carolina, and Coverage B - Employers Liability: \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial Automobile Liability, with limits not less than \$1,000,000 per accident for bodily injury and property damage applicable to any vehicle used during performance of services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only required if vehicles are used in the provision of services under this Agreement.

Professional Liability (Errors and Omissions) - [INTENTIONALLY OMITTED]

Cyber Liability Insurance - [INTENTIONALLY OMITTED]

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Granville County's Finance Department. If any required insurance policy expires during the term of this Agreement, Bidder must provide a certificate of insurance to the Granville County Finance Department as evidence of policy renewal prior to such policy expiration. Bidder shall be responsible for providing the Granville County Finance Department with 30-day notice of insurance policy cancellation or non-renewal during the term of this Agreement and for three years subsequent for any claims made coverage.

Response to this RFP indicates the ability to procure the coverages specified above. If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Granville County may be considered. Any request for consideration of alternate coverage must be presented within Bidder's response to this RFP.

The County shall be named an additional insured under such automobile and commercial general liability policies. Additional excess/ umbrella coverage may be required for certain projects.

H. GOVERNING LAW; JURISDICTION; VENUE

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the

laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim. The parties consent to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.

I. CONFIDENTIALITY OF DOCUMENTS

Pursuant to N.C. Gen. Stat. §143-131, bids documents submitted shall not be subject to public inspection until the contract has been awarded. To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in bids that the bidder does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the bidder, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a bidder may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the bidder that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Bidders are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the County will notify bidder of such action and allow bidder to defend the confidential status of its information. Bidder shall protect, defend, indemnify, and hold the County harmless from all costs, expenses, judgments, awards and other liability including legal fees arising out of a public records request for documents the bidder claims contains protected trade secrets.

J. COMPLIANCE WITH LAWS AND REGULATIONS

Bidder must comply with all applicable State and Federal Laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Bidder to notify Granville County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

K. ACCEPTANCE

Submission of any proposal indicates a Bidder’s acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest or highest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with an individual bidder if it is deemed in the County’s best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

L. ADDITIONAL SERVICES

The County reserves the right to negotiate additional services with the Vendor at any time after the initial contract award.

M. E-VERIFY

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all Service Providers, including any subservice Providers employed by the Service Provider(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

N. RESTRICTED COMPANIES

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and Service Providers certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and Service Providers shall not utilize any subservice Provider that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147- 86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

O. ANTI-DISCRIMINATION

In consideration of signing this Agreement, Service Provider hereby agree not to discriminate in any manner on the basis of sex (including pregnancy, gender, sexual orientation, gender identity or expression or transgender status), race, color, religion, national origin, age, disability, genetic information, or veteran status, or any other legally protected characteristic with reference to the subject matter of this Contract. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

P. CONTRACT DOCUMENT

The successful firm will be required to enter into a contract with the County in a form drafted by the County Attorney and suitable to counsel for the County subject to reasonable negotiation with the selected firm(s).

Q. MINORITY/WOMEN BUSINESS ENTERPRISE

It is the policy of the County to provide minorities and women equal opportunity for participating in all aspects of the County's contracting and procurement programs, including but not limited to employment, construction development projects, and materials/services, consistent with the laws of the State of North Carolina. The policy of the County prohibits discrimination against any person or business in pursuit of these opportunities on the basis of sex (including pregnancy, gender, sexual orientation, gender identity or expression or transgender status), race, color, religion, national origin, age, disability, genetic information, veteran status, or any other legally protected characteristic. It is further the policy of the County to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

R. ADA COMPLIANCE

The County will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination based on a disability. The County will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. The County programs will be available in the most integrated setting for everyone. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify County staff.

**ATTACHMENT A
INTENT TO PROPOSE STREET SIGN INSTALLATION**

I, _____ a representative
of _____ confirm that we intend to
submit a proposal to the County's RFP for Street Sign Installation and provide as follows:

The undersigned Contractor proposes and agrees, if this Bid is accepted, to enter a Contract with the County to complete all work as specified in the RFP documents for the price specified below, within the time frames outlined, and in accordance with this RFP.

In submitting this Bid, Contractor represents that:

Contractor has examined this RFP and any applicable contract documents and addenda, thereto, including: N/A.

Contractor has examined each of the areas and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the Project and has made such independent investigations as Contractor deems necessary.

Contractor will provide all necessary tools, machinery, apparatus, and all means necessary complete the Project and will furnish all materials, equipment, apparatus, and all else necessary to complete such work in a first-class manner and in accordance with provided specifications.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham bid; Contractor has not solicited or induced any person, firm or a corporation to refrain from bidding; and Contractor has not sought by collusion to obtain for himself any advantage over any other Contractor or over the County.

Contractor certifies that this bid is made in good faith and without collusion or connection with any other person and that no official or employee of the County will be admitted to any share or part of the Contract or any benefit therefrom if the Contract is awarded to this company.

In submitting this Bid, the Contractor certifies that they have read and accepted the terms and conditions outlined in the RFP document.

The undersigned is:

(1) A corporation, incorporated in the State of _____

(2) Limited liability company, formed in the State of _____

(3) A partnership, consisting of the following partners, whose full names are:

(4) An individual whose full name is: _____

Company Name: _____

Address: _____

Name and Title: _____

Signature: _____

Email: _____

Telephone: _____

Date: _____

**ATTACHMENT B
 BID PROPOSAL FORM
 REQUEST FOR PROPOSAL STREET SIGN INSTALLATION**

 Company Name

 Address

 Contact Name, Title

(_____) _____
 Telephone Number

 E-Mail

 Date

| Description | Per Job Fee |
|---|-------------|
| Replacement of Existing Street Sign | |
| Installation of New Sign | |
| Replacement of Sign Pole | |
| Installation of New Sign Pole | |
| Straightening of poles identified & assigned by the County Addressing Coordinator | |
| Miscellaneous | |

**ATTACHMENT C
REFERENCE DISCLOSURE FORM**

[INTENTIONALLY DELETED]

**ATTACHMENT D
CERTIFICATION OF FINANCIAL CONDITION**

Name of Service Provider _____

The undersigned hereby certifies that: **[CHECK IF APPLICABLE]**

_____ The Service Provider is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

_____ The Service Provider has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

_____ The Service Provider is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

Note: This is a continuing certification and Service Provider must notify the County within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Service Provider must explain the reason in the space below or in a separate attachment:

Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Service Provider]

**ATTACHMENT E
PROVIDER EXPERIENCE**

Experience

| | |
|---|--|
| <i>Number of years in business.</i> | |
| <i>Number of years of providing street sign installation and related services</i> | |