

**REQUEST FOR PROPOSALS TO REPLACE THE
BRISTOL PARK FOR INDUSTRY SIGN
TOWN OF BRISTOL, INDIANA
March 20, 2024**

1. INVITATION TO BID

This Request for Proposal (“RFP”) issued by the Town of Bristol, Indiana (the “Town”) seeks proposals from entities (“Offerors”) to construct an illuminated sign to replace the current Bristol Park for Industry sign located at Commerce Drive and State Road 15 in Bristol, Indiana, as more fully described herein (the “Project”). A picture of the current sign is included below.

2. PURPOSE

The Town is soliciting proposals for the purpose of entering into a contract (“Contract”) with the successor Offeror to construct an appealing, good-quality, cost-effective replacement for the current Bristol Park for Industry sign to coincide with the Town’s expansion and development of its business parks.

This RFP describes the requirements for the Project. The term “Offeror” as used throughout this RFP refers to those firms submitting a proposal in response to this RFP (“Proposal”) and the term “Contractor” refers to the Offeror awarded the Contract.

3. PROCUREMENT PROCESS

The Procurement Process and the selection of the successful Offeror will be conducted pursuant to Indiana Code 5-22-9 et seq. The Town is authorized to solicit requests for proposals and to conduct discussions with Offerors who submit proposals on a timely basis that the Town determines to be reasonably susceptible of being selected for award of the Contract.

Pursuant to this authority and in accordance with the process described in this RFP, the Town intends to tentatively select an Offeror to enter into negotiations with the Town with respect to the Project. The selection of the Offeror will be based on the Town’s evaluation of the factors and criteria described in under **Section 8(c)** of this RFP.

Following submission of proposals in response to this RFP, the Town reserves the right to conduct discussions with one or more of the Offerors to clarify their RFPs and to understand and evaluate them in accordance with the process set forth herein. RFPs considered noncompliant will be rejected. The Town intends to award a Contract to a single Offeror.



4. **PROPOSAL REQUIREMENTS**

(a) **Number of Submitted Proposals.** _____ copies of the proposal shall be submitted to the Town by the Proposal Submission Deadline at the location specified above.

(b) **Modification, Withdrawal or Cancellation of Proposal.** An Offeror may not modify, withdraw, or cancel its proposal for a period of ninety (90) days following the Proposal Submission Deadline.

(c) **Binding Authority.** The Proposal shall be signed by an officer of the Offeror duly authorized to submit the proposal on behalf of the respective Offeror and who is authorized to enter into and bind the respective Offeror to a contract with the Town.

(d) **Offeror Availability.** The Offeror or the Offeror's staff shall be available to meet with Town staff, when requested, to discuss their respective proposal and to discuss the Project.

(e) **Negotiations and Communications.** The Town may conduct discussions and negotiations with one or more Offerors who have responded to this RFP for the purpose of clarifying a Proposal and assuring full understanding of the Proposal and its responsiveness to the requirements of this RFP. The Town will not disclose the contents of an Offeror's Proposal during discussions and negotiations with other Offerors (subject to any requirements of applicable law or judicial process).

(f) **Information Considered.** The Town will consider the information in the Proposals and other public information available to the Town which it considers credible and relevant to its evaluation of the Proposals.

(g) **Non-collusion Affidavit.** Each Offeror shall submit one non-collusion affidavit along with the Proposal prior to the Proposal Submission Deadline.

(h) **No Surety.** No security or other evidence of financial responsibility shall accompany a Proposal.

5. **PROPOSAL INFORMATION**

(a) **Request For Proposal.** The Town hereby notifies prospective Offerors of the opportunity to submit a proposal in response to this RFP. Upon request, each prospective Offeror will receive one (1) copy of the RFP from the Town. Prospective Offerors are responsible for making additional copies as required to satisfy their needs. Offerors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered, and so adequate time is available to prepare a comprehensive and complete response.

(b) **Proposal Deadline.** Proposals for the Project will be received at the Bristol Municipal Complex, 303 E. Vistula Street, Bristol, Indiana 46507 Attn: Town Manager, until 12:00

noon eastern time, on or before _____ (or such later day and time as the Town in its discretion may set) ("Proposal Submission Deadline").

(c) **Late or Conditional Proposals Not Considered.** Any proposals received later than the Proposal Submission Deadline will not be considered. No conditional proposals will be considered.

(d) **Offeror's Technical Proposal.** Offerors shall provide the following with respect to the Project:

- (i) A detailed design for the replacement sign, which shall be internally illuminated and include at least twelve (12) locations for business names.
- (ii) The total price for the Project, including installation.
- (iii) Plans for two per business participation costs options based upon Town contributing 50% and 75% of overall sign cost.
- (iv) Plans to contact business on current sign and other Commerce Drive businesses (the "Business Contact Plan").

(e) **Town's Commitments.** The Town agrees to commit to the following for the Project:

- (i) Provide electric power to the replacement sign for lighting.
- (ii) Clear trees and brush to the north to improve visibility.
- (iii) Provide sign permit.

(f) **Offeror Minimum Qualifications.** The Offeror shall have the following minimum qualifications:

- (i) A sound business reputation;
- (ii) Proven capabilities in delivering services on time and on budget;
- (iii) Appropriate resources to satisfy the requirements set forth herein;
- (iv) Experience in the design and installation of signs similar to the Project;
- (v) Established financial stability necessary to back workmanship and guarantee performance;
- (vi) Is registered to do business in the State of Indiana; and

- (vii) Is not, nor is any of its principals or affiliates, presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance or procurement program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana.

(g) **Offeror Rights.** All materials submitted in response to this RFP become the property of the Town upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between the Town and Offeror. Each Offeror, as an express condition for the Town's consideration of such Offeror's proposal, agrees that the contents of each proposal submitted to the Town is confidential, and may contain proprietary and trade secret information of the Offeror submitting a proposal in one or more technical areas, and each Offeror waives any right to access to any proposals by any other Offeror. No submissions or supporting documentation will be returned to the respective Offeror. Offerors submitting proposals should recognize that the Town is a public body and, as a public body, the Town is subject to disclosure requirements and must abide by public record laws. Neither the Town nor any Offeror shall be liable for disclosures required by law.

(h) **Reservation of Rights.** This RFP does not commit the Town to award the Contract, to pay any costs incurred in the preparation of a proposal to this request, or to otherwise contract for any purchases and services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Offerors, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so. This is in addition to other rights reserved by the Town in this RFP.

(i) **Inconsistency or Error in the RFP.** Any Offeror believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify the Town in writing of such apparent discrepancy. Failure to so notify the Town by this date will constitute a waiver of claim of ambiguity, inconsistency, or error.

(j) **Offeror Errors or Omission.** The Town is not responsible for any of Offeror's errors or omissions.

(k) **Offeror Incurred Costs.** The Offeror shall be responsible for all of its costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Town and will not be returned after the Proposal Submission Deadline.

(l) **Exceptions.** It is the intent of the Town to award the Contract on a fair and competitive basis. For this reason, the Town may view the notation of any "Exception" in response to any material conditions or requirement of the RFP as an attempt by the Offeror to vary the terms of the RFP, which, in fact, may result in giving such Offeror an unfair advantage over other Offerors. For this reason, the Town will, at its option, not allow exceptions to any material requirement if, in the opinion of the Town, the exceptions alter the overall intent of this RFP, unless

the exception would be of material benefit to the Town. The Town reserves the right to allow exceptions which it determines in its discretion do not alter the overall intent of this RFP.

(m) **Town's Right to Disqualify for Conflict of Interest or Other Sound Reasons.**

The Town reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the Town or of any other sound reason on which the Town determines it is not in the Town's best interests to further consider the Offeror. The right of disqualification is at the sole discretion of the Town. Any Offeror submitting a proposal herein, waives any right to object at any future time, before anybody or agency, including but not limited to, the Town, or any court, to the Town's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by the Town or for other sound reasons.

(n) **Warranties.** Any Offeror submitting a proposal in response to this RFP warrants and guarantees that the Offeror is fully capable of performing each and every task set forth in the proposal in all material respects and in a good and workmanlike manner. No limitation or exception to this warranty provision will be acceptable to the Town; except, it is understood that the Offeror is not responsible for any problems in performance caused by improper acts or omissions by the Town.

(o) **Covenant Against Contingent Fees.** The Offeror warrants that no person or selling agent has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this warranty, the Town shall have the right to annul the Contract without liability or in its discretion to deduct from fees or payments due the Offeror the commission, percentage brokerage or contingent fee.

(p) **Affirmative Action in Employment.** The Town is committed to provide an equal opportunity for participation of minority and women owned business enterprises (and any other disadvantaged businesses) and providing equal opportunity in all Town business. A successful Offeror in performing under the Contract rendered shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice. The selected Offeror will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age or disability.

(q) **News Releases.** News releases by the Offerors pertaining to this RFP shall not be made without prior approval of the Town.

(r) **Standard/Licensure Requirements.** The selected Offeror shall provide documentation to the Town evidencing all necessary licenses, if any, required to perform the services prior to the execution of the Contract which can be issued at such time.

(s) **Out of State Offerors.** It shall be a condition to the Contract that any out-of-state Offeror that may be selected as shall be duly registered and qualified to do business within the State of Indiana.

6. GENERAL TERMS AND CONDITIONS

(a) **Agreement to Terms.** Any Offeror entering into the Contract with the Town must agree to a number of general terms and conditions. If an Offeror cannot agree to any of the stated general terms and conditions, its proposal must clearly state the reason for any such non-compliance.

(b) **Compliance With Laws.** In performing under the Contract, the Offeror shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments.

(c) **Continuation During Disputes.** The Offeror agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Contract to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

(d) **Organization Employment Disclaimer.** Any contract entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The Offeror will agree that no persons utilized by it in the performance of the Contract are employees of the Town and further agrees that no rights of the Town's civil service, retirement or personnel rules accrue to such persons.

(e) **Method of Payment.** Payments to the Contractor, if any, will be made in accordance with payment procedures as stipulated in the Contract. Reports and invoices submitted must contain the Contract number under which the Contract is awarded. If necessary, the Offeror shall submit invoices and reports to the addressee designated in the contract. All invoices will be paid within thirty (30) days of receipt by the Town.

(f) **Insurance and Liability.** The Contractor shall provide and maintain insurance covering its liabilities in amounts of at least \$1,000,000 combined single limit. The Contractor shall certify to the Town in writing that the required insurance has been obtained. The policies evidencing required insurance should contain an endorsement to the effect that any cancellation or any material change adversely affecting the Contract is to be performed as prescribed, or until thirty (30) days after written notice to the Town, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Town by any payment under the policies.

(g) **Suspension of Work/Termination or Suspension.** The Town reserves the right to terminate or suspend the Project by giving written notice to the selected Offeror a reasonable time

prior to such termination or suspension (which may be immediate if the Town determines such to be necessary to protect the Town's interests and those of its citizens); however, if any portion of the purchases and services contemplated in the Contract shall be terminated or suspended, the Town shall pay the Offeror equitably for all purchases and services properly performed pursuant to the contract after such termination or suspension.

(h) **Confidentiality of Information.** The Offeror shall treat all information furnished by the Town and purchases and services provided hereunder as confidential. The Offeror shall not disclose such information to others without the prior written consent of the Town's authorized representative.

7. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

(a) **Generally.** The Town intends to evaluate proposals based on the written response to the RFP (submitted proposals) and to make a tentative selection of a successful Offeror with whom the Town will then engage in negotiations to finalize a contract. The Town reserves the right to reject any or all submittals, to waive technicalities, to re-advertise, to proceed otherwise when in the best interest of the Town. The following guidelines are provided to ensure the equitable evaluation of competitive proposals and to contain the cost of participation to a reasonable level. Proposals should be prepared as closely as possible in accordance with the instructions outlined in this Section. Offeror is advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP.

(b) **Proposal Format.** The proposal shall be signed by an individual authorized to bind the Offeror and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) calendar day period from the date of the opening. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the Offeror and who may be contacted during the period of the Contract. Proposals should be specific and complete in every detail, prepared in a simple straight-forward manner, and shall include responses to each of the following:

- (i) A letter of proposal submission and introduction, including the name and address of the firm submitting the proposal, and name of a contact person, shall be the first page of the proposal. The proposal shall be signed by an authorized representative of the Offeror and shall include the name(s), title, address, and telephone number of the individual(s) authorized to negotiate the Contract with the Town.
- (ii) A section describing the Offeror's background, experience, skills, and financial resources necessary to complete the Project.
- (iii) A brief statement of the Offeror's understanding of the Project.
- (iv) A work plan for the Project.

- (v) A description of the Offeror’s capability to meet the intended objectives of this RFP.
- (vi) Any other information required by this RFP or that the Offeror considers to be important and relevant to evaluation of its proposal by the Town.

(c) **Proposal Evaluation.** The evaluation of the RFP responses will be based on the contents of the RFP response, any information or clarifications provided at the request of the Town, if any, any reference or background checks carried out by the Town or its employees, agents or consultants, and other public information available to the Town which they consider credible and relevant to the evaluation of the proposals. The Town intends to make a tentative selection of a successful Offeror with whom the Town will engage in negotiations to finalize a Contract. RFP submissions will be evaluated on the following weighted evaluation criteria:

| <u>Evaluation Criteria</u> | <u>Weighting</u> |
|--------------------------------|------------------|
| Design of the replacement sign | 50 points |
| Overall Price of the Project | 40 points |
| Business Contact Plan | 10 points |