



REQUEST FOR PROPOSALS

Town of Franklin FIRE SUBSTATION COMPLETION

CONTENTS

1. Legal Notice (Request for Proposals)	Page 2
2. Project Overview	Page 3
3. Scope	Page 3
4. Timeline of RFP Process	Page 4
5. Submission of Proposals	Page 4
6. Bid Bond; Performance and Payment Bonds	Page 5
7. Insurance Requirements and Indemnification	Page 6
8. Method of Selection	Page 8
9. Proprietary Information	Page 8
Exhibit A – Bid Submission Acknowledgement	Page 10

1. LEGAL NOTICE

TOWN OF FRANKLIN REQUEST FOR PROPOSALS FIRE SUBSTATION COMPLETION

The Town of Franklin is seeking proposals from firms to perform finishing construction and installation of equipment to complete the Fire Substation located at 305 NP & L Loop, Franklin, North Carolina.

Hard copies of the complete Request for Proposals package will be available February 29, 2024, at Franklin Fire and Rescue, 49 Maple Street, Franklin, North Carolina 28734. Interested firms must also request copies of design drawings by contacting Chuck Norton, Fire Engineer, at cnorton@franklinnc.com the contract will cover all aspects of the work from assessment to completion and final acceptance of work.

A mandatory site visit should be scheduled before March 15, 2024 prior to bidding. Interested respondents should contact Chuck Norton at cnorton@franklinnc.com to schedule a time for the site visit. Proposals from any person or firm not attending a site visit may be dismissed as nonresponsive. Design drawings will be made available at this site visit.

Respondents are required to submit three (3) double-sided copies and one electronic copy (on a thumb drive or similar electronic medium – proposals may not be submitted via email or other electronic means) of a sealed Proposal submission by no later than Friday, March 29, 2024 at 3:00 PM at Franklin Fire and Rescue 49 Maple Street, Franklin, North Carolina 28734 clearly marked “Fire Substation Completion”. Proposals received after that date and time will be rejected. Provided that at least three (3) sealed proposals, a public bid opening will be held at such date, time, and place.

The Town reserves the right to waive informalities, to reject nonconforming, nonresponsive, or conditional bids, and to reject any or all proposals if it deems such to be in the best interest of the Town of Franklin. Questions regarding this Request for Proposal should be directed to Fire Chief Ben Ormond, by e-mail at bormond@franklinnc.com.

2. PROJECT OVERVIEW

The Town of Franklin is seeking proposals from firms to perform finishing construction and installation of equipment to complete the Fire Substation, located at 305 NP&L Loop, Franklin NC, 28734.

3. SCOPE OF WORK

CONSTRUCTION

- a. Frame all interior walls 2"x 4" metal studs. 10' tall.
- b. Bedroom/Hall wall is a 2 hour fire wall and bedroom door shall be 2 hour fire door.
- c. All ceilings shall be 2' x 2' drop ceiling with decorative edge.
- d. Baseboard required in all areas 4" vinyl dark gray.
- e. Commercial locks shall be installed on all interior door lever style. All exterior including bay area shall be commercial locks. Must have 5 button numbered keypad entry.
- f. Level 5 finish on all drywall.
- g. Contractor shall include primer and paint finish to all walls. Customer will pick colors.
- h. Bucking for cabinets in kitchen, bathroom and laundry room shall be installed by contractor. (Top and bottom cabinets)
- i. Laundry room floor shall be a ceramic tile and sloped to the drain in floor. Customer will pick tile. (All other floors will be epoxy and will be bid separately.)
- j. Contractor shall install limited area sprinkler system in the bedroom. This will include engineering and installation.

PLUMBING

- a. Rough in all plumbing in kitchen area. (Cabinets will be installed at a later date)
- b. Unfinished bathroom shall be completed including all furnishings.
- c. Laundry room shall be completed including sink.
- d. Gas piping to the kitchen stove shall be roughed in to shut off for stove and oven.

ELECTRICAL

- a. Finish wiring for the Plymovent 3 phase system in the bay area (South end of the building)
- b. Finish all wiring in living area of station to NC Codes (includes all lights, switches and receptacles)
- c. All lights in living area shall be 2' x 4' drop in LED lights.

MECHANICAL

- a. Existing heat and air in living area shall be completed by Contractor.
- b. Bedroom area unit shall be installed and completed to plans.

NOTES:

1. Generator and automatic transfer switch should be bid as separate items from this bid.
2. Epoxy floor will be bid as a separate item from this bid (including interior and bay area epoxy floor)

Technical specifications and design drawings provided by Ritter and Associates, and are available by

emailing Chuck Norton, Fire Engineer at cnorton@franklinnc.com.

4. TIMELINE OF THE RFP PROCESS

The following timeline has been tentatively established:

Legal Notification of RFP Release	February 29, 2024
Mandatory Site Visit to be Scheduled	Prior to March 15, 2024
RFP Submission Date	March 29, 2024
RFP Awarded	May 6, 2024
Start of Work	July 1, 2024
Completion of Work	240 days from contract execution/start date

5. SUBMISSION OF PROPOSALS

General Requirements: Proposals must include a concise description of the proposer's ability to meet the requirements of this Proposal. Submittals shall be double-sided, include a Table of Contents, clearly tabbed for each section of the provided technical specifications and Required Components in the bid package, as well as the requirements listed below. Include a letter of interest providing a brief background of the proposer. Respondents shall submit three (3) double-sided copies and one (1) electronic copy (1 compiled PDF file) of their proposals.

Tabbed sections should also include the sections as follows:

Proposer Information

The respondent shall provide a brief summary of its company, including the following information:

- Name of company and parent company, if any.
- Any prior name(s) by which the company was known and the corresponding years.
- Name(s) of any subsidiary companies owned or controlled by responding company.
- Legal form of ownership. If a corporation, where incorporated and when.
- Indicate the years engaged in construction services under the present name.
- Names, titles, and contact information for the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with The Town of Franklin.
- Address of principal office from which the Project will be managed.
- Name, address, telephone number and email address of key personnel contact, to receive notifications and to reply to inquiries from the Town.

Sub-Contractors

- Name of company and parent company, if any.
- Any prior name(s) by which the company was known and the corresponding years.
- Name(s) of any subsidiary companies owned or controlled by responding company.
- Legal form of ownership. If a corporation, where incorporated and when.
- Indicate the years engaged in construction services under the present name.
- Names, titles, and contact information for the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with

The Town of Franklin.

- Address of principal office from which the Project will be managed.
- Name, address, telephone number and email address of key personnel contact, to receive notifications and to reply to inquiries from the Town.

Estimating/Cost Management

- Discuss company's ability to perform project and to accurately estimate construction costs associated with "Scope of Work" section of this RFP.
- Provide final cost and relevant methods to stay at or below your estimated budget. The Town of Franklin is not exempt from State taxes.

Schedule and Phase Management

- Provide a preliminary schedule that identifies each phase of the above "Scope of Work" and projected time to complete.
- Identify potential issues that could negatively or positively affect the proposed completion date.

Related Experiences and References

- List correlating projects completed by your company for a minimum of the past two years.
- Include contact information (Name, phone number, email) of a key individual associated with each project. Note if any claims, disputes or litigation has occurred on any of these projects, including the parties involved, and the current status of each.
- Identify any prior projects performed for the Town of Franklin.

Bid Submission Acknowledgement

- Exhibit A to this Request for Proposal – this should be notarized and submitted as part of the bid submission.

6. BID BOND; PERFORMANCE AND PAYMENT BONDS

- Pursuant to G.S. 143-129, no bid may be submitted or considered by the Town unless accompanied by an acceptable monetary deposit, or bid bond in lieu thereof, in a penal sum not less than 5% of the amount of the bid.
- A 100% performance bond and a 100% payment bond will be delivered to the Town of Franklin no later than five (5) business days after the award of the contract.
- The performance and payment bonds will expire no earlier than the fifteenth day after the final completion of the project.
- Provided the Franklin Town Council deems all work acceptable and complete, the performance and payment bonds will be returned to the awardee no later than ten business days from completion of project.
- All bonds must be on bond forms acceptable to the Town, which forms will be provided with bidding documents.

7. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “*Contractor*”) shall deliver to the Town of Franklin (referred to hereinafter as the “*Owner*”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of North Carolina. The insurance coverages carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage’s and limits are in place:

1. Commercial General Liability (CGL): Minimum Limits Required:

\$2,000,000	General Aggregate
\$2,000,000	Producers/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$100,000	Fire Damage – Any One Fire
\$5,000	Medical Expense – Any One Person

- The Owner and all of its elected or appointed directors, officers, officials, agents, and employees will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverages.
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the Town of Franklin and all of its elected or appointed directors, officers, officials, agents, and employees).

2. **Business Auto / Commercial Auto Insurance – Minimum Limits required:**

- 1,000,000 Liability
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner.

3. Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by North Carolina State Law
- Employers Liability Limits:
 - 500,000 each accident
 - 500,000 aggregate for injury by disease
 - 500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner.

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner.

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, and employees, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

The Contractor's obligation to hold harmless, defend and indemnify the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer, invitee, contractor or subcontractor of the Contractor.

8. METHOD OF SELECTION

Proposals will be reviewed and evaluated by Town staff based on the information provided. The Project will be awarded, subject to a satisfactory contract, to the lowest responsive responsible bidder. Additional information may be requested prior to final selection. Final costs will be determined through negotiations with the selected firm.

Telephone, Fax, or electronically transmitted submittals will not be accepted, and no proposals received after the closing date and time will be considered. Failure to comply with these instructions will result in the rejection of nonconforming proposal.

The Town of Franklin reserves the right to accept and bid or part of bids, to reject any, all or any part of the bids, to waive formalities or informalities in the bidding process and to award the bid deemed to be in the best interest of the Town.

9. PROPRIETARY INFORMATION

This RFP and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Town of Franklin and made part of a file or record which shall be open to public inspection after contract is awarded.

10. REJECTION OF PROPOSALS

The Town reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the Town deems will meet its best interests, even if that proposal is not the lowest bid. The Town reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the Town to award a contract.

11. OWNERSHIP OF DOCUMENTS

Any materials submitted to the Town in response to this Request for Proposals shall become the property of the Town unless another arrangement is made by written agreement between the Town and the responding party. The responding party may retain copies of the original documents.

12. DUTY TO INFORM TOWN OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any of the bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the Town written notice thereof. Respondents shall not cause or permit any work to be conducted that may be related to the error or omission without first receiving written acknowledgment from the Town that Town representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the Respondent may proceed without any modification being made to the bid or contract documents.

13. PUBLIC RECORDS

Any and all records submitted to the Town, whether electronic, paper, or otherwise recorded, are subject to the North Carolina Public Records Law. The determination of how those records must be handled is solely within the purview of Town. All records the responding party considers to be trade secrets, as that term is defined by subsection 132-1.2 of the Public Records Act, or that the responding party otherwise seeks to have the Town consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt.

14. AGREEMENT REQUIREMENTS

The selected Respondent will be required to execute a contract with the Town on the terms and conditions required by the Town.

15. LIMITATIONS OF LIABILITY

The Town assumes no responsibility or liability for the response to this Request for Proposals.

16. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The Town will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

Bid Submission Acknowledgement

In submitting this proposal, it is understood that the unrestricted right is reserved by the Town in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any other bidder.

Print Name

Signature

Title

Date

State of _____

County of _____

I, _____, Notary Public, do hereby certify that _____ [Name of Individual(s) Whose Acknowledgment is Being Taken] personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My Commission Expires: _____