

REQUEST FOR PROPOSALS
FOR GENERAL CONSTRUCTION CONTRACTOR
FOR THE RENOVATION OF AN
FIRE STATION FOR FRANKFORT FIRE AND EMS.

The City of Frankfort will receive bids from qualified general contracting persons licensed in the Commonwealth of Kentucky to provide services related to general contracting services for a fire station conversion of a restroom, according to the architectural plans, at 1100 Louisville Road, Frankfort, KY. The station conversion consists of converting an existing storage room into a restroom according to the architectural plans. The City will receive these bids at the office of Purchasing (Finance Department), City Hall 315 West Second Street, Frankfort, Kentucky until August 16, 2019, 2:00 pm EST. Immediately thereafter, all bids/proposals will be opened and publicly read, and recorded, in the presence of the Proposers in the Commission Chambers of City Hall. Proposals will then be forwarded to the Selection Advisory Committee ("SAC") for evaluation.

Respondents are urged to forward concise submittals, appropriate to the scale of the project and include only items that are relevant to this specific project.

PHYSICAL BIDS: All bids must be turned in to the Office of the Purchasing Division, City Hall, 315 West Second St., Frankfort, KY, no later than 2:00 pm EST on date of bid opening. Bids cannot be accepted at any other location. Bids must be received by the designated date and time and none will be considered thereafter.

ELECTRONIC BIDS: Electronic Bids/Proposals submitted through DemandStar will also be accepted for this project. Bids/Proposals must be signed and submitted in same required format no later than 2:00 pm EST on date of bid opening. Submit one (1) electronic copy if using E-Bidding. After uploading your proposal, Proposer's are encouraged to verify the successful upload of the document. Bids must be received by the designated date and time and none will be considered thereafter.

Bids/Proposals will be prepared per the specifications detailed within the RFP document. Bid/Proposal documents are available at no charge with registration through DemandStar (<https://www.demandstar.com/registration>) or a copy can be obtained in the Office of the Purchasing Division, City Hall, 315 West Second St., Frankfort, KY.

The City of Frankfort, Kentucky reserves the right to reject any and all bids received, and to select that bid which it determines to be in its best interest. The award of this bid will be made on the basis of the lowest bid price as permitted in KRS 45A.365.

Bidders are to submit their bid in a sealed envelope; the bidder is advised to clearly mark the sealed bid with the bid number and description listed above. The City of Frankfort, Kentucky is not responsible for the premature opening of, or the failure to open, a sealed bid not properly addressed or identified.

Bidders are invited to be present for the opening of the bids submitted.

References

A representative list of clients with contact names and telephone numbers must be included.

SCOPE OF WORK

This request for proposals is limited to the general contracting services of a fire station renovation located at 1100 Louisville Road, Frankfort, KY according to the approved architectural plans.

Scope of work includes, but is not limited to, the following:

Work will include but not be limited to interior trades such as demolition, structural steel and wood, wood finishes, glass, doors and windows, hardware, plumbing, mechanical, and electric; as well as exterior trades such as brick and masonry.

Architectural documents for this project may be downloaded from DemandStar at no cost. Physical documents may be reviewed in the Office of Purchasing in the Finance Department.

Selection Process

Staff will review each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary, or may complete its evaluation based on the proposals alone. References will also be verified. The proposal review will focus upon the following criteria:

1. Staff: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
2. Experience: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
3. Professional Standing: Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?
4. Proposal: Organization, presentation, and content of proposal. Conformance to the specified proposal format.
5. Responsiveness. Ability to perform services in the City of Frankfort at a fair and reasonable cost. Ability to respond to request for service in a timely manner.

Proposals will be ranked on the basis of qualifications. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

The City of Frankfort reserves the right to accept or reject any and all proposals. The City of Frankfort also reserves the right to waive any informality or irregularity in any Qualifications. Additionally, the City of Frankfort may, for any reason, decide not to award an agreement as a result of this sealed bid or cancel the bid process. The City of Frankfort shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Frankfort reserves the right to negotiate project deliverables and associated costs.

Interested contactors should submit three (3) copies and one (1) digital copy of their qualifications to:

Angie Disponette, Purchasing Agent
City of Frankfort
PO Box 697
Frankfort, Kentucky, 40602.

Electronic Bids/Proposals submitted through DemandStar will also be accepted for this project. Bids/Proposals must be signed and submitted in same required format no later than 2:00 pm EST on date of bid opening. Submit one (1) electronic copy if using E-Bidding. After uploading your proposal, Proposer's are encouraged to verify the successful upload of the document. Bids must be received by the designated date and time and none will be considered thereafter. Both physical and electronic bid submittals must be received no later than 2:00 pm.

Contractors having questions concerning this bid should contact Angie Disponette, Purchasing Agent at 502-875-8500. Technical questions or requests to visit the site should be addressed to Interim Chief Wayne Briscoe, Frankfort Fire Department, at 502.875.8511.

II. GENERAL INSTRUCTIONS TO BIDDERS

1. Bid Identification

Bidders are encouraged to submit their bid in a sealed envelope and have on the outside **Bid or Quotation Number, Opening Time and Date**. This instruction is provided as a means to ensure proper delivery, handling, and public announcement of a bidder's response at the official bid opening date, and time. No responsibility will attach to the City of Frankfort for a premature opening of or failure to open a bid not properly addressed or identified. Bids in the form of telegrams, telephone calls, facsimiles, or telex messages will not be accepted.

2. Bid Submission

Each bid shall be signed and submitted with the understanding that the bid is firm for the ninety (90) days immediately following the date of opening of the bids. Bids must be submitted on the attached form and signed in ink by an authorized individual of the company or corporation. At the end of the ninety day period, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn, it will remain in effect until an award is made or the bid offering is canceled. Responses received after the deadline will not be considered. Each bidder shall also sign and submit with the bid the attached Contract Agreement.

3. Right to Reject and Award Bid

The City of Frankfort, Kentucky reserves the right to reject any and all bids received in response to this bid offering, and to waive any informality in this bid offering. The award of a contract shall be at the sole discretion of the City of Frankfort, Kentucky. The award will be made to the responsible bidder whose bid is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this bid package. The City of Frankfort may make the award without further discussion of the bids submitted. Therefore, the bid should be submitted initially on the most favorable terms, which the bidder can bid with respect to price, product, service, and technical capability. The contents of the bid of the selected bidder will become the basis for the City of Frankfort, Kentucky's contractual obligation when the award is made.

4. Bid Retraction

Bidders are advised that bids submitted, as part of this bid offering may not be withdrawn for a minimum of ninety (90) days following the public bid opening unless circumstances justify consideration by the Finance Director of a release from this provision. Requests to withdraw a bid must be in writing and received by the City of Frankfort, Kentucky within twenty-four hours of the public bid opening.

5. Basis of Selection

The bid award will be based on the best bid received from those bidders as determined to be responsible and responsive to the invitation, and provided that the bids are reasonable and in the best interest of the City to award. Delivery time schedule must be definite.

6. Sales Tax

The City is exempt from federal and state sales and usage taxes. Exemption number will be provided upon request. Do not add or include such taxes.

7. Return original document with bid response.

8. Late Submissions.

See General Terms and Conditions.

9. Materials

All materials purchased and delivered by the vendor shall meet the City's specifications, including amendments and revisions, hereto issued prior to the date of this invitation.

10. Completion/Delivery Schedule.

Each bidder shall state as part of the bid, a time schedule for delivery of the components required by the City. Number of calendar days required for delivery shall be considered in the bid award.

11. Business License/Tax Status

In order to receive a bid award from the City of Frankfort, Kentucky, a bidder must not be delinquent on any business or occupational license fees due to the City and ad valorem taxes, including penalty and interest charges, due to the City for real or personal properties owned by the bidder, or any one or more of its corporate officers. If awarded the bid, the bidder must then obtain a City of Frankfort business license. Inquiries can be directed to the Finance Department, City Hall, 502-875-8500.

12. Questions and Addenda

This bid is offered by the Purchasing Office. Bidders shall carefully examine this bid and any addenda issued by the Purchasing Office. Bidders shall seek clarification of any ambiguity, conflict, omission, or other error in this bid "in writing." Oral comments or communications do not form any part of this bid offering. Questions should be addressed to the Purchasing Agent in writing. If the answer materially affects this procurement, the information will be issued in an addendum. Written communications should be addressed as follows:

**City of Frankfort Purchasing Office
P.O. Box 697
Frankfort, Kentucky 40601-0697**

13. Retention of Records

The successful bidder shall be required to maintain, for a period of five (5) years from the date of final payment to the bidder, all books and records pertaining to this bid offering.

14. Conflicts, Gratuities, and Kick-Backs Prohibited

The City of Frankfort, Kentucky adheres to the provisions of KRS 45A.455, paragraphs (1) through (5) relative to conflicts of interests, gratuities, kickbacks, and use of confidential information in all bid offerings.

15. Cost Incurred in Responding

This bid offering does not commit the City of Frankfort, Kentucky to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs, nor does it commit the City of Frankfort, Kentucky to enter into a contract.

16. Disposition of Bids

All materials submitted in response to this bid offering will become the property of the City of Frankfort, Kentucky. One (1) copy of each bid shall be retained for the official files and will become a public record after an award is made by the City of Frankfort, Kentucky, and thus open for public inspection. It is understood that the bid will become a part of the official file without obligation on the part of the City of Frankfort, Kentucky.

17. Insurance Requirements

The successful bidder agrees to provide the City with a copy of a certificate of insurance indicating that its employees are covered by Workers Compensation insurance and a copy of a certificate of insurance indicating that it has Comprehensive General Liability Insurance and Professional Liability Insurance with limits of at least:

1. Worker's compensation as required by the State of Kentucky;
2. Comprehensive automobile and vehicle insurance covering operation of owned, hired, and non-owned motor vehicles in the following amounts:

Bodily Injury	\$1,000,000 per person
	\$2,000,000 per occurrence
Property Damage	\$2,000,000 per occurrence
3. Comprehensive general liability and property damage insurance in the following amounts:

Bodily Injury	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate

18. Disclosure

In compliance with Kentucky Revised Statutes, Chapter 45A, and the Kentucky Open Records Act, trade secrets or proprietary information submitted by a bidder in connection with this procurement shall not be subject to public disclosure. However, the bidder must invoke this protection prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary

19. Prime Bidder Responsibilities

If the bidder's response includes goods and services provided by others, the bidder will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery, and quality of such goods and services. The bidder will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all contractual requirements resulting from this bid offering.

20. Inquiries and Additional Information

Any questions may be referred to the Purchasing Agent, Angie Disponette at (502) 352-2101.

III. GENERAL TERMS AND CONDITIONS

1. **Applicable Laws and Regulations.** The bidder's attention is directed to the fact that all applicable Laws of the Commonwealth of Kentucky, Municipal Ordinances and the rules and regulations of the City shall apply to this invitation and contractual documents that may result with award of this invitation. Any litigation with respect thereto shall be brought in the courts of the Commonwealth of Kentucky and Kentucky Law shall govern.
2. **Exceptions.** Bidders taking exceptions to any part or section of the Invitation shall indicate such exceptions on the bid form. Failure to indicate any such exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.
3. **Oral Statements.** No oral statement shall modify or otherwise affect the terms, conditions, or specifications stated in the invitation or ensuing contract. Any Modifications to the invitations must be signed by the City. Any modifications to the contract must be signed by both parties to the contract.
4. **Bid Acceptance Period.** Any bid submitted as a result of the solicitation shall be binding on the bidder for a period of ninety (90) calendar days following the opening date. Any quote for which the bidder specifies a shorter acceptance period may be rejected.
5. **Ethics in Public Contracting.** The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with the bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value.
6. **Late Submissions.** A bid received at the place designated in the invitation for the receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. Otherwise, to be considered, the City must determine that the late bid was due solely to mishandling by the City after receipt at the specified address.
7. **Informalities and Irregularities.** The City has the right to waive minor defects or variations of a quote from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder (with the bid) for the City to properly evaluate the bid, the City has the right to require submittal of such additional information as it may deem necessary after the time set for receipt of quotes, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
8. **Indemnification.** The successful bidder covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies agents, and employees from and against all claims, loss damage, injury, fines penalties, and cost - including court costs and attorney's fees, charges, liability, and exposure, however caused - resulting from, arising out of, or in any way connected with the bidder's negligent or willfully negligent performance or nonperformance of the terms of the contract.
9. **Termination.** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that the termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least fifteen (15) days before the date of the termination, specifying the extent to which performance of the work under contract is terminated.

10. **Drawings, Sketches, and Technical Data Information.** Bidders are encouraged to submit any and all technical data necessary to support its bid. Additional generic literature on the item bid, i.e. marketing, sales and so forth may also be submitted.
11. **Warranties of Quality.** Bidder warrants that the goods and services provided pursuant to the Proposal Specification shall conform to all affirmations of fact or promises made by bidder, descriptions, samples and specifications. If services or work is to be provided under the contract, such services or work shall be completed in a good and workmanlike manner. In addition, bidder warrants that said goods and services are merchantable and are fit for the ordinary purposes for which such goods and services are used. In the event of a breach of any of the foregoing warranties, bidder shall expeditiously as that term is defined by the City, and at its own expense but at the sole option of the City, repair or replace the goods and services to comply with said warranties. The foregoing warranties shall apply to any and all repaired or replacement goods and services provided hereunder.
12. **Additional Clauses Incorporated by Reference**
- a. OSHA 1970 (Public law 91-596) Safety Standards and Accident Prevention
 - b. KRS 45.610
 - c. KRS 45.620
 - d. KRS 45.630
 - e. KRS 45.640
13. **Bid Distribution:** The bid shall be made out in four (4) copies and returned per instructions in preamble.
14. **Questions On Bid Documents:** All matters, regardless of the nature, regarding this bid invitation shall be submitted to the Purchasing Agent, City of Frankfort, 315 W. Second Street, Frankfort, KY 40601, telephone number (502) 875-8505.
15. **Warranties Of Title:** Bidder warrants that it has title to and the proprietary right to provide the goods pursuant to the contract. Bidder shall at its own expense either defend or settle with the prior approval of the City, any suit, claim or action against the City based on an allegation that the goods or the use thereof constitutes a patent, copyright, trade secret or other intellectual property right infringement. Bidder shall pay all amounts assessed against the City in any suit, claim or action and shall reimburse the City for any damages, direct or consequential, incurred as a result of such suit, claim or action including the City's attorneys fees, court costs and expenses incurred by participating in the defense or settlement thereof. In the event the goods are held to constitute an infringement in such suit, claim or action or their continued use is enjoined, Bidder shall at its own expense and at the option of the City, either: a) procure for the City the right to continue using the goods, b) replace the goods with equivalent noninfringing goods which are acceptable to the City, or c) modify the goods in a manner which is acceptable to the City, so they become noninfringing.
16. **Nonwaiver Of Rights:** No delay or omission by the City to excise any right in the contract at law or in equity, shall constitute a waiver of such right or any other right in the contract, at law or in equity.
17. **Warranty of Price:** Bidder warrants that the prices for the goods provided to the City pursuant to the contract are not less favorable than those prices currently in effect with other customers of Supplier for the same or similar goods in similar quantities. In the event Bidder reduces its prices for such goods within thirty (30) days of the execution of the contract by both parties. Supplier shall reduce the prices in the contract to the reduced price. Bidder warrants that the prices in the contract shall be complete and no

additional charges of any type, including but not limited to shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating, shall be added without the prior written consent of the City.

18. **Setoff:** All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counter counterclaim or cross claim arising out of this or any other transaction with Supplier.
19. **Compliance With Laws:** The successful bidder shall comply with all applicable federal, state and local laws, rules, City ordinances and regulations, Presidential directives and executive orders that are or may in the future become applicable to the successful bidder or the subject matter of the contract, including but not limited to laws and regulations concerning OSHA, and all such applicable federal, state and local laws, rules, City ordinances and regulations, Presidential directives and executive orders are hereby incorporated herein by this reference.
20. **Certification Of No Bid Rigging:** Bidder certifies to the City that Bidder has not combined or conspired with any other person to reduce or eliminate competition in the bidding of the contract, the effects of which would constitute an unreasonable restraint of trade or commerce.
21. **Merger Clause:** This contract, including any exhibits or documents incorporated herein by reference, constitutes the final written expression of all the terms and conditions of the contract between Bidder and the City and is a complete and exclusive statement of those terms and conditions and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter of the contract, except those representations relating to warranties of quality. This contract may only be modified in writing signed by the City.
22. **Mediation:** Claims, disputes or other matters in question between the parties to this Contract shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Contract.

Unless otherwise agreed in writing, the Bidder shall carry on the Work and maintain its progress during any mediation or litigation, and the City shall continue to make payments to the Bidder in accordance with the Contract Documents.

Either party may initiate a mediation proceeding by submitting, a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event after the applicable statute of limitations has expired.

The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within 30 days of the request for mediation, the City shall select a mediator. Each party is to bear its own fees, costs and expenses of said mediation.

In the event that mediation is unsuccessful, all claims, disputes or other matters in question shall be resolved in the Circuit or District Courts of the Commonwealth of Ky. located in Franklin County, Kentucky.

23. **Litigation:** In the event legal action is brought against the City or the Bidder against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in that action from the non-prevailing party.

PROPOSAL

CITY OF FRANKFORT Bid No. # 219003-42

\$ _____

Detail of Lump Sum:

- | | |
|--|-------|
| 1. General Construction (Demo, framing, drywall, painting) | _____ |
| 2. Electrical | _____ |
| 3. Plumbing | _____ |
| 4. HVAC | _____ |
| 5. Debris Disposal | _____ |
| 6. Management (personnel) | _____ |

Bidder identification:

- | | |
|------------------------------------|-------|
| 1. Business Name: | _____ |
| 2. Signature and Title: | _____ |
| 4. Print Name and Title: | _____ |
| 6. Date of bid proposal submittal: | _____ |

Authorized Signature

