



TOWN OF WAYNESVILLE

PROJECT: **OUTDOOR PAVILION – MAIN STREET**

TOWN OF WAYNESVILLE

ISSUE DATE: **March 11, 2022**

Proposals from bidders, subject to the conditions of this Request for Proposal, will be received until **Monday, April 04, 2022 at 2:00 p.m.**, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

SITE VISIT REQUIRED: A site visit is scheduled for **Monday, March 21, 2022 at 11:00 a.m.**, at the corner of North Main and Miller Streets, Waynesville, NC 28786.

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOWN BELOW:

Town of Waynesville
Attn: Jesse Fowler, Assistant Town Manager
P.O. Box 100
16 South Main Street
Waynesville, NC 28786

NOTE: Indicate project name and the above information on the front of each sealed proposal envelope or package.

Direct inquiries concerning this RFP to: **Jesse Fowler, Assistant Town Manager** Phone: 828-452-2491

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A deadline for written questions is five days prior to due date.
3. Proposals in one original will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At the specified date and time, the proposals from each responding firm will be opened. This will not be a public bid opening. Interested parties are cautioned that these costs and their components are subject

to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position. Informal proposals (less than \$ 300,000) are confidential until such time that award has been made. Thereafter, the purchasing division will furnish bid tabs upon request.

6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.

8. Contractors are cautioned that this is a request for offers, not a request to contract, and the Town of Waynesville reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the Town.

(NOTE: THIS FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)

**TOWN OF WAYNESVILLE
PROPOSAL FORM**

OUTDOOR PAVILION – MAIN STREET

DUE DATE: APRIL 04, 2022, at 2:00 PM

By submitting this proposal, the potential contractor certifies the following:

- ** This proposal is signed by an authorized representative of the firm.
- ** It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- ** The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- ** All labor costs, direct and indirect, have been determined and included in the proposed cost.
- ** All taxes have been determined and included in the proposed cost.
- ** The offeror has attended the conference (*if applicable*) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- ** The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed.

Company Name	Bid Submitted By (Signature)
Address	Printed Name and Title
City State Zip	Email Address
Telephone No.	Federal Taxpayer ID No.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The Town of Waynesville shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the Town of Waynesville will not reimburse any offeror for any costs incurred.
5. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delay.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The Town of Waynesville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

The Contractor agrees in particular to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state, and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. Each Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin, or handicap.
7. **PROTEST PROCEDURES:** If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Office, 129 Legion Drive, or P.O. Box 100, Waynesville, NC 28786. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division (828) 456-3706.
8. **TABULATIONS:** Bidders may call the purchasing division to obtain a verbal status of contract award.

Town of Waynesville

CONTRACT TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Town of Waynesville.
2. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Town Manager. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
3. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval by the Town Manager. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
4. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Town of Waynesville shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Town, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this agreement, and the Town may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town of Waynesville from such breach can be determined.
5. **TERMINATION:** The Town may terminate this agreement at any time by giving a **15-day** notice in writing from the Town to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Town, become its property. If the contract is terminated by the Town of Waynesville, as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
6. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the Town for loss of damage of such property.
7. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the Town of Waynesville may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the Town to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

8. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

9. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
10. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit.
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$100,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to the Town of Waynesville. Owner's Protective insurance must list the Town of Waynesville as a "Named Insured" as it's interest may appear. Owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal

11. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise

herein, or unless superseded by applicable Federal or State statutes of limitation

12. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Town and the Contractor.

13. **GENERAL INDEMNITY:** The contractor shall hold and save the Town of Waynesville, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract

Additional Instructions to Bidders

Scope: Work shall consist of furnishing all labor, materials, equipment and services, incidental for the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, shall be included automatically.

Qualifications: All bidders must furnish a list of North Carolina Contractor Licenses, which they hold.

Contractor's Responsibility: The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal state and local laws, building rules, rules, and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be made to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.

Safety Regulations: The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register) which is hereby incorporated in these specifications.

Codes: All work shall be done in accordance with the specifications and shall comply with North Carolina Building Code, Underwriters' Rules and Regulations and Federal, State and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes and regulations, the specifications shall hold. All equipment shall have U. L. labels attached.

Work Schedule: The desire is for this project to be carried out during the **Spring of 2022**. Construction can begin on 5/01/22. No liquidated damages are proposed for the construction contract.

Workers on Job: All employees of the Contractor shall act in a professional and courteous manner.

E-Verify: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall follow the requirements of E-Verify and N.C.G.S. §64-25 et seq.

Iran Divestment Act: North Carolina Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List N.C.G.S. 143C-6A. By bidding on this project, the bidder certifies it is not listed on the Final Divestment List created by the State Treasurer.

Materials: The Town of Waynesville is not responsible for any materials, equipment or tools lost or stolen from the site.

Clean Up: The area of work shall be cleaned daily so that the Town shall not incur any additional costs to make the area suitable for the work process. Also, the Contractor shall keep the public safe from construction debris by taking appropriate steps to close off access to work area.

Performance of Work: All work shall be performed at the highest level of quality. The Owner shall be responsible for determining the quality of work and may notify the Contractor of same. **ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER.** Any damage to existing area or utilities will be the responsibility of the Contractor. **NO EXCEPTIONS.**