

CITY OF ELIZABETHTON, TENNESSEE
Purchasing Department
 136 SOUTH SYCAMORE STREET
 ELIZABETHTON, TN 37643
 423-542-1505

Date: 08/19/2019

(This is NOT an Order)
REQUEST FOR BID

TERMS: _____
 DELIVERY DATE: _____

BID # RFP 2019-006
BID OPENING DATE: 09/25/2019
BID OPENING TIME: 11:00 am

ALL QUOTATIONS MUST BE F.O.B. ELIZABETHTON, TENNESSEE

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	EA	FIRE SPRINKLER INSTALLATION BONNIE KATE THEATER SPECIFICATIONS ARE ATTACHED AND ARE AN INTEGRAL PART OF THE BID. CONTRACTOR'S LICENSE INFORMATION: STATE: _____ LICENSE NUMBER: _____ EXPIRES: _____ LICENSE CLASSIFICATION APPLICABLE FOR PROJECT: _____ DOLLAR LIMIT: _____		\$ _____

Person to contact regarding this bid: Greg Workman (423) 542-1505 ANDY HARDIN 423-547-6389

DELIVERY INSTRUCTIONS
CITY OF ELIZABETHTON 136 S SYCAMORE STREET ELIZABETHTON, TN 37643

In submitting the above, the undersigned agrees to sell to the City the material or service at the price shown and further agrees to all terms and conditions contained in this bid agreement. Acceptance of any or all of the above within a reasonable period will constitute a contract between both parties.

 NAME OF FIRM
 (Purchase Order will be issued to the above vendor)
 By _____
 Address _____

 Telephone _____

 DIRECTOR OF PURCHASING

**CITY OF ELIZABETHTON, TN
REQUEST FOR PROPOSALS (RFP 2019-06)**

**FIRE SPRINKLER SYSTEM INSTALLATION
BONNIE KATE THEATER**

**Proposals to be Received by 11:00 am., Eastern Time
September 25, 2019**

Submit Proposals to:

Greg Workman, Purchasing Director

City of Elizabethton, TN

136 South Sycamore Street, Suite 203

Elizabethton, TN 37643

RFP TIME LINE:

RFP submitted.....August 15th, 2019
Pre-Bid meeting.....September 4, 2019 10:00 am
Deadline for questions to be submitted in writing to the.....
Purchasing Department.....September 11th, 2019 5:00 pm
Request for Proposal Due Date..... September 25th, 2019 11:00 am

This timetable is for the information of submitting entities. These dates are subject to change. However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Elizabethton, TN Purchasing Department.

NOTE: There will be a pre-bid meeting at the Bonnie Kate Theater, located at 115 South Sycamore Street, Elizabethton, TN 37643. The purpose of this meeting is to allow potential bidders the opportunity to view the facility prior to placing a bid on the project.

SUBMISSION REQUIREMENTS:

One (1) original and one (1) copy of the proposal must be received by the City of Elizabethton prior to 11:00 am (Eastern Standard Time) September 25th, 2019. The original proposal and the copy of the proposal must be under sealed cover and plainly marked RFP 2019-06. No emailed or faxed proposals will be accepted. Proposals should be delivered to:

Attn: Greg Workman, Purchasing Director

Request for Proposal 2019-06

136 South Sycamore Street, Suite 203

Elizabethton, TN 37643

PRE-BID MEETING:

This meeting will allow potential contractors to walk-through the facility and view the necessary scope of work.

September 4th, 2019 at 10:00 am

Bonnie Kate Theater

115 South Sycamore Street, Elizabethton, TN 37643

INQUIRIES AND QUESTIONS:

Inquiries and questions should be submitted by email to Greg Workman, Purchasing Director at gworkman@cityofelizabethton.org no later than September 11, 2019 at 5:00 pm. An addendum will be sent out the following day to answer any inquiries or questions that are received. If you receive no addendum than no inquiries or questions were submitted.

PROJECT SPECIFIC REQUIREMENTS:

The City of Elizabethton, TN retained Cain Rash West Architectural Services to perform architectural design drawings of the Bonnie Kate Theater. Included in this RFP is a partial First Floor Sprinkler Plan, Second Floor Sprinkler Plan, Minimum required sprinkler calculation sheet, and sprinkler site plan. A PDF file will be attached with this Request for Proposal. It will be the requirement of the contractor to furnish and install a NFPA and OSHA compliant sprinkler system with wet pipe systems inside the building. Shop drawings will be required by the contractor as a part of this Request for Proposal.

BACKGROUND:

The Bonnie Kate Theater has always been an important part of the Elizabethton/Carter County community. It is located in downtown Elizabethton. The Bonnie Kate Theater opened in the Spring of 1926. In 2016, the City of Elizabethton purchased the Bonnie Kate Theater, and funding has been budgeted to continue the restoration work of the Bonnie Kate Theater. As a

part of this restoration project, the City desires to install a NFPA and OSHA compliant sprinkler system, with wet pipe systems inside the building.

Description	Square Footage	Year Built	Location	Zip Code
Bonnie Kate Theater	Approx. 12,724	1926	115 South Sycamore Street	37643

SCOPE OF WORK:

The City of Elizabethton seeks proposals from responsible and qualified firms to provide a turnkey solution to provide shop drawings, installation according to provided design, and make a fully operational fire protection sprinkler system at the Bonnie Kate Theater, located at 115 South Sycamore Street, Elizabethton, TN 37643. The system must be NFPA and OSHA compliant and the installation must comply with all Federal, State, and local electrical codes.

CONTRACTORS RESPONSIBILITY:

- A. General-The premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the American with Disabilities Act.
- B. Measurements- Before ordering material or doing any work, Contractor shall verify, at the building, all dimensions which may affect their work.
- C. Clean-Up- The Contractor shall at all times keep the Bonnie Kate Theater premises and adjoining premises, driveways, parking lots, and streets clean of rubbish, tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work clean and ready for use.
- D. Disposal of debris- All rubbish, and debris shall be removed from the Bonnie Kate Theater and disposed at a disposal facility authorized and/or licensed to accept said material.
- E. Interference with Operations- A portion of the Bonnie Kate Theater is leased out to Red Chili (Restaurant). The business is closed on Sunday's, Monday's, and Tuesday's. The Contractor shall schedule performance of work necessary to complete the project in a

way to minimize interference with operations during construction. Work which will interfere with Red Chili occupancy, including interruptions to adjoining areas, entrances/exits and essentially noisy operations shall be scheduled in advance and outside of normal hours of the facility. The installation schedule shall be coordinated and approved by the City of Elizabethton, and the Bonnie Kate Theater.

- F. Protect furniture, equipment, and fixtures to remain free from soiling, dust, dirt, or damage when demolition/installation work is performed in rooms from which portable or fixed items have not been removed.
- G. Repair any damage done to existing structure caused by the construction and removal of temporary partitions, coverings, and barricades.
- H. Contractor is responsible for all breakage or damage from the time work has started until final completion and all debris is removed.
- I. Provide protection for existing building interior and exterior, finishes, walls, drives, landscaping, lawns, etc. All damages shall be restored to match existing conditions to the satisfaction of the Bonnie Kate Theater.
- J. It will be the Contractor's responsibility to relocate any furniture into alternate rooms within the building to accommodate any necessary ongoing construction work.

BIDDER REQUIREMENTS:

- Contractor public liability, Workman's Compensation, and property damage insurance will be required.
- Contractor must be licensed to perform this type of work herein described as required by Tennessee Code.
- Project will be in full working capacity when finished.
- Contractor will be required to have the necessary permits in place to begin work.

INSURANCE REQUIREMENTS:

The contractor shall procure and maintain for the duration of the contract, at his/her own expense, insurance against claims for injuries to persons or damages to property including contractual liability that may arise in connection with the performance of the work by the contractor, his/her agents, or representatives, employees or subcontractors under this agreement. The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by certificates of insurance. The certificate shall include wording that states the City be notified thirty (30) days prior to cancellation of the

coverage or a major change in the coverage provided. The contractor will either verify the listed coverage(s) for all subcontractors hired by the contractor to assist with the project, or the contractor will assume total financial responsibility for uninsured claims of the subcontractor. The City shall be held harmless for any injuries, claims or judgements against the subcontractor. Certificates for liability coverages shall name the City as an additional insured. The following coverages may be required by successful bidder prior to work being performed.

- Worker's Compensation: A certificate shall be provided that indicates the contractor provides worker's compensation coverage in compliance with the State laws of Tennessee.
- General Liability Insurance with a minimum limit of \$1,000,000 per occurrence with \$1,000,000 annual aggregate. This insurance shall indicate on the certificate of insurance the following coverages.
 - Broad Form Contractual
 - Independent Contractor and Subcontractors
 - Premises-Operations

Additional coverages and limits may be required based upon the particular services contract. If such additional coverages and limits are required for a specific contract, those requirements will be described in the special conditions of the contract specifications.

BONDS:

Prior to signing the Contract, the City will require the successful bidder to secure and post a Performance Bond, in the amount of 100% of the Contract sum. Such bonds shall be issued by Surety acceptable to the City. Costs of such bonds will be included in this bid.

AGREEMENT FORM:

The City will be using the A1A Document A010 "Standard Form of Agreement between the City and Contractor", 2007 edition, as part of the Contract Documents for the Work.

CANCELLATION AND/OR REJECTION POLICY:

The City of Elizabethton reserves the right to reject any or all proposals, to waive informalities and to accept the proposal of proposals in its judgement is the best interest of the City. The City of Elizabethton does not discriminate on the basis of race, creed, color, national origin, sex, religion, age or disability status in employment or the provisions of service.

GENERAL CONDITIONS (READ CAREFULLY)

1. PREPARATION OF BIDS:

1. Only bids submitted on bid forms furnished by the City will be considered. The City may consider telegraphic bids received prior to the closing time specified if promptly confirmed on bid forms furnished by the City and received two (2) days prior to the bid award date. No TELEPHONE BIDS WILL BE ACCEPTED.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left-hand corner with the company name and address and in the lower left-hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Director of Purchasing, City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 unless otherwise directed on the bid form.
4. It is the bidder's responsibility to ensure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked "NO BID" and state reason for not responding.

2. PRICING:

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

3. BID OPENINGS:

Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

4. SIGNATURE ON BIDS:

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

5. ACCEPTANCE & REJECTION:

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid if its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

6. BID EVALUATION:

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

7. AWARD:

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

8. MULTIPLE ITEM BIDS:

When more than one item is specified in the Invitation to Bid, the City will determine that low bidder either on the basis of the individual items or on all the items included in the bid. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

9. TIME OF DELIVERY:

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order. The contractor shall be required to

maintain or have available an inventory sufficient to make shipment within the time stated in his/her bid. The vendor may request a delivery extension in a letter to the Director of Purchasing if conditions arise that would prevent him/her from meeting his/her quoted delivery schedule. The City reserves the right to accept or reject this request.

10. DEFAULT:

In case of default of the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost resulting from this action.

11. BRAND NAMES:

Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price. If a bidder offers an alternate he/she must include the brand name and/or model he/she proposes to furnish and include complete descriptive literature and specifications that clearly describes the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

12. SAMPLES:

The City may request a sample product as part of a bid. This will be provided at no charge to the City. Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

13. DISCOUNT PERIOD:

Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

14. FOB (FREE ON BOARD) POINT:

All prices quoted are to be FOB delivered to the using department, City of Elizabethton, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsibility for damage in transit.

15. TAXES:

The City is exempt from Federal excise taxes and state and local sale or use taxes. Exemption certificates will be furnished upon request.

16. CONDITION STANDARDS:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and shall be the manufacturer's latest model unless otherwise stated in the bid.

17. INSPECTION:

All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

18. SAFETY STANDARDS:

Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any standards thereunder.

19. PARTS AND SERVICE:

The successful bidder must be able to provide adequate parts and service for items bid.

20. BID TABULATIONS:

Tabulations of bids will be furnished upon request.

21. PENALTIES:

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons:

1. Bid received after bid opening time.
2. Bid not signed.
3. Descriptive literature not included with the bid.
4. Sample not provided with bid if requested.

22. COOPERATIVE PURCHASING:

Bidder's/Proposer's are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

23. EQUAL OPPORTUNITY:

It is the policy of the City of Elizabethton to provide equal employment opportunities and provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the Planning & Economic Development Director at (423) 542-1503 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643. Requests for accommodation of a disability should be directed to the Purchasing Director at (423) 542-1505 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643.

24. IRAN DIVESTMENT ACT OF 2014:

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. §12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Elizabethton; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-library>.

25. LICENSES, FEES, PERMITS:

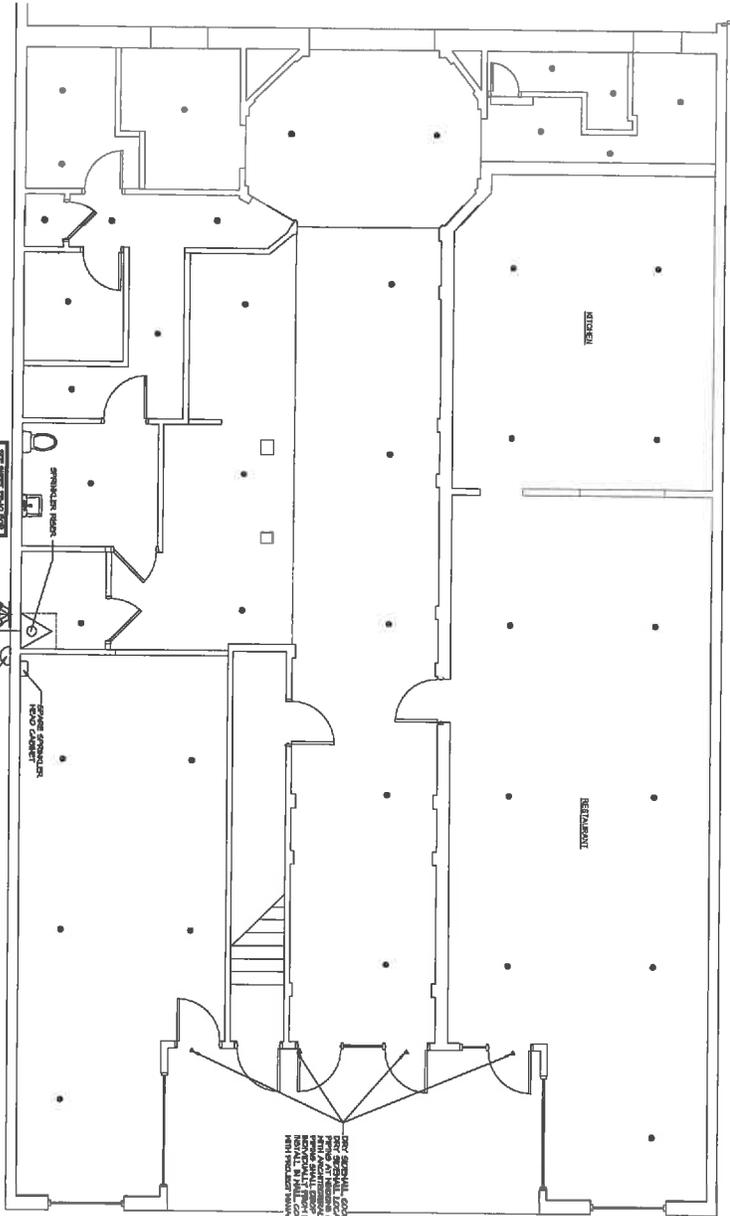
The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

26. NON-COLLUSION AGREEMENT:

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Elizabethton, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Elizabethton has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

27. WARRANTY:

1. Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.



PARTIAL FIRST FLOOR SPRINKLER PLAN

SCALE: 1/8" = 1'-0"

SPRINKLER LEGEND

SYMBOL	DESCRIPTION
(Circle with dot)	SPRINKLER HEAD
(Circle with cross)	ALARM BELL
(Circle with 'X')	SPRINKLER RISER
(Circle with 'R')	RETIRED
(Circle with 'A')	APPROVED
(Circle with 'C')	CHANGED
(Circle with 'D')	DELETED
(Circle with 'E')	ERASED
(Circle with 'F')	FIELD
(Circle with 'G')	GENERAL
(Circle with 'H')	HAND
(Circle with 'I')	INDEX
(Circle with 'J')	JOB
(Circle with 'K')	KEY
(Circle with 'L')	LIST
(Circle with 'M')	MARK
(Circle with 'N')	NOTE
(Circle with 'O')	OFF
(Circle with 'P')	PLAN
(Circle with 'Q')	QUOTE
(Circle with 'R')	RETIRED
(Circle with 'S')	SECTION
(Circle with 'T')	TITLE
(Circle with 'U')	UNION
(Circle with 'V')	VERIFY
(Circle with 'W')	WORK
(Circle with 'X')	EXHAUST
(Circle with 'Y')	YIELD
(Circle with 'Z')	ZONE



LEGEND
EXISTING CONSTRUCTION TO REMAIN

KEY PLAN

NOT FOR CONSTRUCTION INFORMATION ONLY

KELSO-REGEN
Consulting Engineers
Engineering Analysis
Energy Management

1712 Beech Lake Blvd., Suite 101
Nashville, TN 37207
Phone: 615-252-7742 | Fax: 615-252-0889

FP-11

Issued	02-03-20
Checked	JOC
Approved	JOC
Drawn	DC
Product no.	00-00
Drawing name	PARTIAL FIRST FLOOR SPRINKLER PLAN

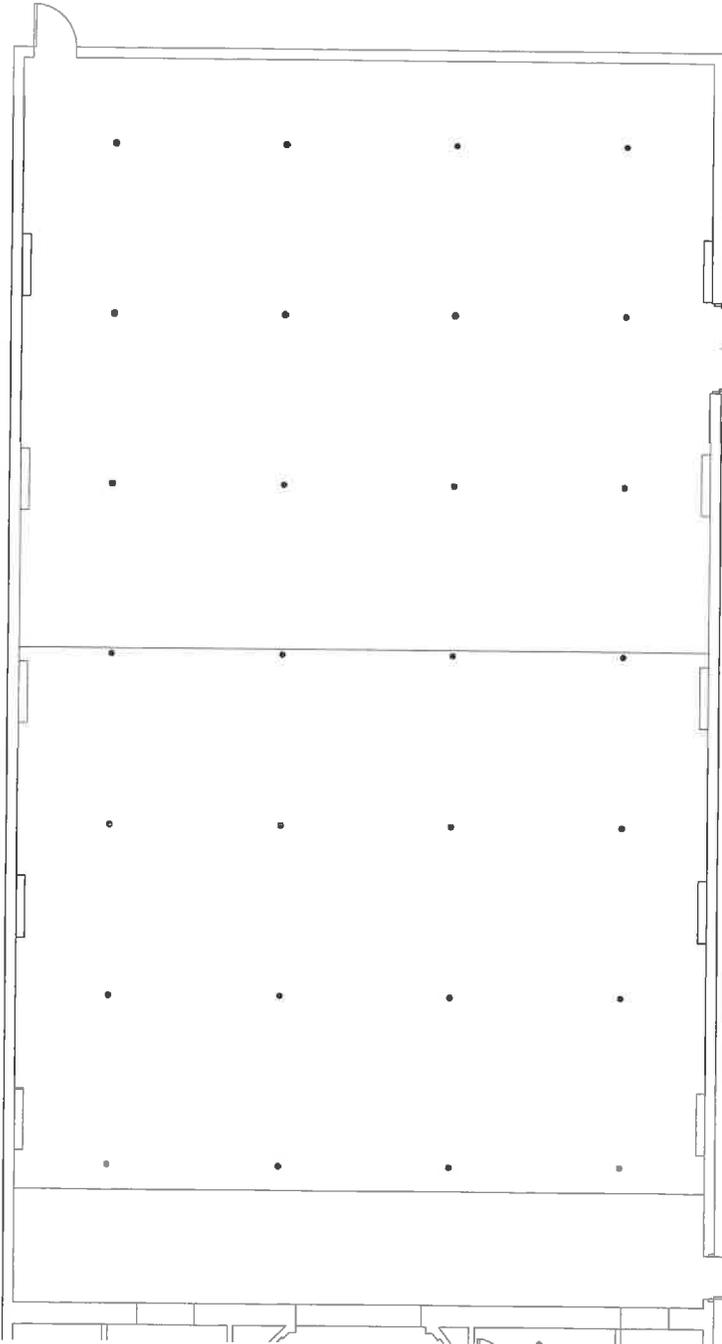


Cain Hasin West Architects

130 Redwood Park Dr.
Knoxville, TN 37920
Phone: (623) 346-7760
Fax: (623) 346-2413
www.cainhasin.com

Building Renovations for:
Bonnie Kate Theatre
Elizabethton, Tennessee

no.	date	revision	by



PARTIAL FIRST FLOOR SPRINKLER PLAN
 SCALE: 1/4" = 1'-0"



SPRINKLER LEGEND

NO.	SYMBOL	DESCRIPTION
1	(Symbol)	STANDARD
2	(Symbol)	ESCAPE ROUTE
3	(Symbol)	STANDARD
4	(Symbol)	STANDARD
5	(Symbol)	STANDARD
6	(Symbol)	STANDARD
7	(Symbol)	STANDARD
8	(Symbol)	STANDARD
9	(Symbol)	STANDARD
10	(Symbol)	STANDARD
11	(Symbol)	STANDARD
12	(Symbol)	STANDARD

LEGEND
 EXISTING CONSTRUCTION TO REMAIN

KEY PLAN

NOT FOR CONSTRUCTION INFORMATION ONLY

K. R. CONSULTING ENGINEERS, INC.
 Consulting Engineers
 Engineering Analysis
 Energy Management
 901 Shover Ave., Suite 310
 Nashville, TN 37203
 Phone: (615) 259-5588 Fax: (615) 259-5589
 www.krcen.com

sheet	00-00-01
approved	JCC
drawn	DIG
project no.	00-00
drawing name	PARTIAL FIRST FLOOR SPRINKLER PLAN
file no.	FP-12



Cain Rash West Architects
 150 Rappahock Park Dr.
 Nashville, TN 37203
 Phone: (623) 346-7700
 Fax: (623) 346-7415
 www.cainrashwest.com

Architectural Services

Building Renovations for:
Bonnie Kate Theatre
 Elizabethton, Tennessee

no.	date	revision	by

