

CITY OF ATHENS



REQUEST FOR PROPOSALS

#2017-01

**CONSTRUCTION SERVICES
TEXAN THEATER
EXTERIOR & INTERIOR REHABILITATION**

DEADLINE: March 3, 2017 at 3:00pm CST

CITY OF ATHENS
508 EAST TYLER STREET
ATHENS, TEXAS 75751

CONTACT:
Thanasis Kombos, Managing Director of Community Services
(903) 675-5131
tkombos@athenscity.gov

Request for Proposals

1. Purpose

The City of Athens (CITY) is soliciting this request for Competitive Sealed Proposals (CSP) from General Contractors (GC) for the Texan Theater Exterior & Interior Rehabilitation project (RFP #2017-01). Scope includes restoration of the historic façade and a reconstruction of the interior to accommodate a multipurpose venue. The estimated budget for this Project is \$1.3 million and the estimated completion date of the Project is eight (8) months from the date of issuance of the Notice to Proceed under the Contract for Work.

The CITY shall select the Offeror that submits the proposal that offers the best value for the governmental entity based on: (1) the selection criteria in this request for proposal and the weighted value for those criteria in this request for proposal; and (2) its ranking evaluation.

2. Responses to Solicitation

- a. Submission of Proposals: Interested parties are instructed to carefully examine this entire RFP. Firms interested in providing services for this project must provide written statements of proposals in accordance with this solicitation.
- b. Bonds: Bond guarantee options are explained in Attachment D.
- c. Deadline: Completed submissions must be received no later than Friday, March 3, 2017 at 3:00pm (CST). The CITY will not accept late submissions, including but not limited to, misdirected submissions, or those caused by technical difficulties or other actions/inactions not directly attributed to the CITY or representatives of the CITY. Send submissions to the following address:

City of Athens Development Services Center
ATTN: Thanasis Kombos
622 S. Prairieville Street
Athens, TX 75751
- d. Pre-Proposal Conference will be held on Monday, February 13, 2017 at 3pm CST at the existing building at 207 E. Tyler Street, Athens, TX 75751. Although the Conference is not mandatory, Contractors are strongly encouraged to attend.
- e. Addenda: Any requests for interpretation, clarification, etc. must be submitted to the CITY no later than February 17, 2017 at 3pm CST or will not be considered. The CITY may provide answers to all questions no later than February 24, 2017 at 3pm CST.

If the CITY, in its sole discretion and authority, determines that a clarification or modification is required, such information shall be issued in writing as an addendum. Offerors are encouraged to routinely check for any addenda. Offerors are responsible for reviewing any addenda prior to the deadline date. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the CITY, and GC shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

Contact: Thanasis Kombos, Managing Director of Community Services
622 S. Prairieville Street
Athens, TX 75751
Email: tkombos@athenstexas.gov
Telephone: (903) 675-5131

3. Definitions

Addendum: An addition, change, or supplement to a solicitation document issued prior to the opening date.

Architect: The designated Architect acting for and on behalf of the CITY.

Best Value: Factors to be considered in determining lowest overall cost and highest worth in making certain purchases and/or procurements.

Bid Bond: The Bid Bond, cashier's check, certified check or other deposit designated to be made by the Offeror, which is to accompany the Proposal as a guaranty of good faith to enter into a written Contract.

City: City of Athens; Texas (CITY).

Competitive Sealed Proposals (CSP): The process of advertising a request for proposal (RFP), the evaluation of submitted proposals and awarding of the contract.

Construction Documents: The plans, specifications, drawings, scope of work, associated and made a part of this Request for Proposal by Architexas – Architecture, Planning and Historic Preservation, Inc. for the City of Athens – Texan Theater Adaptive Re-Use.

Contract: The agreement awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful respondent's proposal, and subsequent submission by respondent, may be incorporated therein.

Contract Documents: The Contract Documents will generally consists of the Contract, Addenda, the Bonds, Construction Documents, the specifications and drawings, together with all amendments, modifications, and supplements issued after Contract Time commences.

Contract Time: The number of calendar days or the date stated in the Contract for the completion of the Work.

General Contractor: Any person, company, or respondent who submits a response to this solicitation; GC.

Historically Underutilized Business (HUB): A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161.

Offeror: Any individual, firm, joint venture, partnership, corporation or other legal entity submitting a Proposal or Bid.

Opening Date: The day and time, after submission of proposals, when sealed responses are opened.

Payment Bond: A surety Bond in the amount of the Contract, solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in the Contract.

Performance Bond: A surety Bond in the amount of the Contract conditioned upon the faithful performance of the Work in accordance with the drawings and specifications. Said Bond is solely for the protection of the CITY.

Prevailing Wages: The Davis-Bacon and Related Acts (DBRA) provide laborers and mechanics on covered federally financed or assisted construction contracts the right to receive at least the locally prevailing wage rate and fringe benefits, as determined by the U.S. Department of Labor, for the type of work performed.

Proposal: The written offer to the CITY made on the prescribed form by the Offeror to furnish the materials or equipment and / or perform the Work or services proposed.

Respondent: Any person, company, offeror, or firm who submits a response to this solicitation.

Proposals Opening: The public opening of Statements of Proposals, in which the names of the offerors to a solicitation are publicly read and recorded.

Request for Proposals (RFP): A solicitation document requesting submittal of proposals in response to the scope of goods and services and usually includes some form of a cost proposal. The RFP process allows for negotiations between a proposer and the issuing organization.

Statement of Proposals: A GC's response to an RFP which includes requested submittal of proposals or specialized expertise as related to consulting services in response to the scope of services required.

Work: The entire completed construction or the various separately identifiable parts thereof required to be finished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

4. Scope of Services

The following scope and approach is provided as basic guidance for responding to this RFP. The services to be provided shall include, but is not limited to, the following:

- a. The GC shall provide all labor, material and equipment required to complete the adaptive re-use of the theater, contained within the Construction Documents on or before the estimated project completion date of December 31, 2017.
- b. Perform the Work described in the Construction Documents. Respondents are instructed to carefully review the Construction Documents, which are incorporated into this RFP.
- c. The City will provide the third party inspections, testing and verification in order to determine acceptance of the Work by the City.

5. Selection Process

A Selection Committee comprised of representatives of the CITY and Architect will review and evaluate the responses to this RFP for recommendation to the City Manager and approval by the City Council. The CITY Selection Committee will judge the suitability of the GC's services offered in its determination of a recommendation for the highest ranking proposal. The CITY shall select the Offeror that submits the proposal that offers the best value for the governmental entity based on: (1) the selection criteria in this request for proposal and the weighted value for those criteria in this request for proposal; and (2) its ranking evaluation.

The CITY will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.

CITY reserves the right to contact any individual, agencies or employers listed in a submittal, to contact others who may have experience and/or knowledge of the Respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.

CITY reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for award. This may occur prior to, or subsequent to the award of an agreement. Misrepresentation of the Respondent's ability to perform as stated in the statement of proposals may result in cancellation of the Contract.

Statements of Proposals that do not meet the requirements outlined in this RFP may be deemed non-responsive by the Selection Committee.

Under RFP process, sealed offers will be received and opened by the CITY after the submission deadline. Only the Offeror's names will be read aloud. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award. When such award is completed, proposals will be available for public inspection.

6. Selection Criteria

The Selection Committee, in their deliberations, will consider the following factors using the evaluation rating system shown below. Submittals will be evaluated and ranked according to points received:

- a. Price *(35 points)*
- b. Delivery Schedule *(25 points)*
- c. Past Experience on Projects of Similar Size and Scope *(15 points)*
- d. References *(10 points)*
- e. Proposed Subcontractors *(15 points)*

TOTAL POINTS POSSIBLE = 100

7. Selection and Negotiations

- a. After receipt of the written proposal submittals, GC's will be evaluated and ranked on the selection criteria described in this RFP.
- b. CITY may make the selection of GC on the basis of the proposals initially submitted, without discussion, clarification or modification.

- c. The CITY will work in good faith with the selected Offeror to negotiate an appropriate scope and fee for the project. In the alternative, CITY may make the selection of GC on the basis of negotiation with any of the Offerors. In conducting such negotiations, CITY will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.
- d. If the CITY is unable to negotiate a satisfactory contract with the selected Offeror, the CITY shall, formally and in writing, end negotiations with that Offeror and proceed to the next Offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.
- e. The CITY reserves the right to negotiate all elements that comprise the successful GC's response to ensure that the best possible consideration be afforded to all concerned.
- f. GC will be required to enter into a written Agreement for Construction Services with the City of Athens, which will incorporate much of the information contained in this RFP.
- g. GC shall agree to a lump sum fee, which shall include all costs associated with the services outlined herein. Costs sometimes billed separately as reimbursable costs shall be declared and included in the lump sum amount for negotiation purposes. Invoices shall be provided by GC setting forth the percentage of work completed to date, establishing the amount due based on the percentage completed, less retainage, any previous amounts billed, and/or paid to date.
- h. The CITY will notify the selected and non-selected Offerors in writing regarding the results of the selection process.
- i. The selection for these services will be in accordance with the procurement regulations and practices of CITY.
- j. CITY reserves the right to reject any and all submissions entirely at its discretion, waive technicalities or irregularities, and/or accept that proposal which it deems to be in the best interest of the CITY. CITY reserves the right to enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Respondents.

8. Award of Contract

The CITY reserves the right to accept or reject any and all proposals and to: (a) re-solicit for proposals; or (b) abandon, temporarily or permanently this selection process, as it deems necessary to be in the best interests of the CITY. Receipt and consideration of any proposal shall, under no circumstances, obligate the

CITY to accept any proposal. If an award of contract is made, it shall be made to the responsible GC whose proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP and the best value to the CITY.

9. Statement of Proposals Contents

Submittals shall include the following:

a. Cover Sheet and Prices (Attachment A)

Include the complete legal name of the proposing GC, the location of the office which will have the responsibility for the services to be provided, and the name, address, telephone, facsimile number, and e-mail address of the primary authorized representative knowledgeable of the submittal. The total amount of the bid proposal (including Alternates and unit pricing) and GC's authorized signature must appear on this sheet.

b. Scope of Services and Delivery Schedule (not to exceed 3 sheets)

GC shall include in its proposal a detailed scope of services which shows project approach and understanding of the process to undertake such complex project and complete it on time and in compliance with all applicable rules, regulations, standards and requirements.

GC shall also include description of its ability to meet the estimated completion date and indicate the amount of days GC requires to complete the Work. GC shall also indicate an estimate of its earliest start date and its methods of developing and maintaining project schedules.

c. Overall Qualifications and Experience (not to exceed 3 sheets)

State the overall qualifications and experience of the firm. Include a list of several comparable projects the firm has completed in the past five (5) years. Please include: name; location; delivery method; project description (size, renovation, rehab, or new); costs; number of change orders; name of project manager and superintendent; name of Owner representative; and names of each subcontractor (mechanical, plumbing, electrical, etc.).

State the overall depth of staff, including experience relevant to the scope of work. Include work experience history for the proposed project manager, superintendent and each key team member that are most likely to be directly involved with the Work. Include an organizational chart and descriptions of the key team members' roles and responsibilities in performing the proposed services.

Disclose any current or former employees who are current or former employees of the CITY. Disclose any proposed personnel who are related to any current or former employees of the CITY.

Offerors must disclose: (1) any pending litigation; (2) any litigation within the last five (5) years; and (3) any litigation within the last seven (7) years in conjunction with construction contracts. The proposer shall provide information on the circumstances and status of any disciplinary action taken against the firm or any individuals with the Offeror that will be assigned to this project, during the past three (3) years with any state, local or federal regulatory bodies or professional organizations.

d. References (Attachment B)

Provide the names, addresses, email address and telephone numbers of references for three (3) projects completed in the past five (5) years, and the firm's permission to contact these and other known references to verify past performance. The references *shall not include* the City of Athens, Texas or any of its boards, commissions, departments, officials or employees.

e. Proposed Subcontractors (Attachment C)

Each Offeror must provide a list of all subcontractors which will be used on this project and include a work history for each of the subcontractors.

f. Bonds (Attachment D)

Provide a bid bond or cashier's check for five percent (5%) of the total bid with submitted proposal. A performance and payment bond for the full amount of the proposal is required from the successful Offeror prior to commencement of the Work.

g. Residence Certification / Tax Form (Attachment E)

Each Offeror must complete Attachment E – Residence Certification / Tax Form.

h. Proof of Insurance (Attachment F and G)

Each Offeror should include current and valid proofs of insurance. Insurance certificates are required for Attachment F – Minimum Insurance Requirements and Attachment G – Workers Compensation Insurance Coverage.

10. Professional Standards

Contractor will use its best efforts, skill, judgment, and abilities to perform the Work and services and to further the interests of CITY in accordance with CITY'S

requirements and procedures, in accordance with the highest standards of Contractor's profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the "Applicable Laws").

Without limiting the foregoing, Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

11. Completion of Responses

- a. Information presented in the Proposals will be used to evaluate the professional qualifications of the GCs and to determine the GCs which will be selected by the CITY.
- b. Responses shall be completed in accordance with the requirements of this RFP. Statements made by a GC shall be without ambiguity and with adequate elaboration where necessary for clear understanding.

12. Withdrawal of Proposals

An authorized representative of the GC may withdraw their Proposal at any time prior to the RFP submission deadline by notifying the CITY.

13. Tentative Schedule of Events

RFP Posting Date	2/06/17
Pre-Proposal Conference	2/13/17
Deadline for Submission of Questions	2/17/17
Deadline for Responses to Questions	2/24/17

Deadline for Submission of Proposals	3/03/17
Proposals Opening Date	3/03/17
Expected Selection and Award	3/13/17

CITY reserves the right to change the dates in the Tentative Schedule listed above upon notification through *Public Purchase*. It is the responsibility of interested parties to periodically review *Public Purchase* for updates to the RFP prior to submitting Proposals.

14. Period of Acceptance

GC acknowledges that by submitting the Proposals, GC makes an offer that, if accepted in whole or part by the CITY, constitutes a valid and binding contract as to any and all items accepted in writing by the CITY. The period of acceptance of Proposals is ninety (90) calendar days from the date of opening, unless the GC notes a different period.

15. Tax Exemption

The CITY is exempt from federal excise and state sales tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

16. Terms of Payment

The selected GC will be required to enter into an executed written Construction Agreement with the City of Athens, which will incorporate much of the information contained in this RFP. The CITY intends to utilize AIA A101 Standard Form of Agreement between Owner and Contractor with addenda.

GC shall agree to a lump sum fee payment, which shall include all costs associated with the services outlined herein and those mutually agreed upon prior to contract execution. Any cost billed separately as a reimbursable shall be declared and included in the lump sum amount. Invoices shall be provided by GC which set forth the percentage of work completed to date, establishing the amount due based upon the percentage completed less any previous amounts paid. Payments shall be made in accordance with Texas Government Code, Chapter 2251.

17. Prevailing Wages

Texas Government Code Chapter 2258 requires that not less than the general prevailing wage rate for work of a similar character be paid.

18. Workers' Compensation

GC must comply with Workers' Compensation in accordance with the State of Texas rules and regulations.

19. Insurance

A certificate of existing insurance coverage shall be submitted with the statement of proposals as proof of insurability. If the current coverage does not meet the qualification requirements, the GC should request an affidavit of insurability from their insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the qualification requirements.

GC represents and warrants that it will provide CITY with certificates of insurance or other proof acceptable to CITY of the following insurance coverage:

General liability insurance, personal injury and advertising injury with, at a minimum, the following limits: with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$3,000,000. Such insurance shall protect GC against claims of bodily injury or death and property damage to others.

Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

The selected GC represents and warrants that it will, within ten (10) days of notification of award and prior to commencement of work, obtain and maintain in full force and effect minimum insurance coverage as negotiated and required. This insurance shall remain in force and effect throughout the duration of the contract.

GC represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. GC also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to CITY. GC represents and warrants that it shall

maintain the above insurance coverage during the term of this Contract, and shall provide CITY with an executed copy of the policies immediately upon request.

20. Availability of Records

The City of Athens, and any duly authorized representatives of same, shall have, for a period of not less than four (4) years after the Contract term, access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the individual(s) or firm(s) office or firm, which shall relate to the performance of the Work or services to be provided.

21. Proprietary Information

- a. If GC does not desire proprietary information in the Proposals to be disclosed, GC is required to identify all proprietary information in the Proposals. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If GC fails to identify proprietary information, it agrees that by submission of its Proposals that those sections shall be deemed non-proprietary and made available upon public request.
- b. GCs are advised that the CITY, to the extent permitted by law, will protect the confidentiality of their Proposals. GC shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the GC can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Athens, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the CITY will notify the GC, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The CITY may not make a request of the Attorney General.

22. Independent Relationship

GC is and shall remain an independent GC in relationship to the CITY. The CITY shall not be responsible for withholding taxes from payments made under any contract resulting from this RFP. GC shall have no claim against the CITY for

vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

23. Historically Underutilized Business (HUB) Requirements

Firm represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Texas Government Code, Chapter 2161.

24. Cost Incurred in Responding

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposals which may be required by the CITY shall be the sole responsibility of and shall be borne by the participating GC.

25. Contract Incorporation

The contract documents may include the RFP, the Response to the RFP, the Construction Agreement, the Construction Documents and such other terms and conditions as the parties may agree.

26. Non-Endorsement or Publicity

The successful GC shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the CITY's endorsement of the GC's services.

27. Unauthorized Communications

After release of this solicitation, GC's unsolicited contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the CITY, or officials of the CITY other than the Marketing Director of Community Services or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the GC shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's firms, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's firms regarding any

matters pertaining to this solicitation, except as herein provided. If a representative of any GC violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the GC being disqualified from the procurement process.

28. Assignment

The selected GC may not assign its rights or duties under an award without the prior written consent of the CITY. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

29. Errors or Omissions

GCs will not be allowed to rely on any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the GC shall promptly notify the City of Athens in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than seven (7) calendar days prior to the published submission deadline.

30. Termination

If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered, or terminated by the CITY.

31. Right to Assurance

Whenever the CITY has reason to question the GC's intent to perform, the CITY may demand that the GC give written assurance of GC's intent to perform. In the event a demand is made, and no assurance is given within seven (7) calendar days, the CITY may treat this failure as an anticipatory repudiation of the contract.

32. Change Orders

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. No change order shall be valid or enforceable unless it is in writing and approved by the City Council.

33. Venue

The agreement will be governed and construed according to the laws of the State of Texas. The agreement is performable in Henderson County, Texas. Venue shall lie exclusively in Henderson County, Texas.

34. Conflict of Interest/Disclosures

GC represents and warrants that GC has no actual or potential conflicts of interest in providing services to the CITY under this RFP and that the GC's provision of services under this RFP would not reasonably create an appearance of impropriety.

GC represents and warrants that they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee or representative of the CITY in connection with this solicitation.

GC represents and warrants that it has a duty if awarded a Contract to immediately advise the CITY once it becomes aware that any of the representations and warranties made pursuant to this RFP are no longer accurate.

35. Indemnification Agreement

GC shall defend, indemnify and hold harmless the City of Athens, its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, expenses, damages and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of GC or its officers, any agent, employee, subcontractor, or supplier of GC or others working on behalf of the GC in the execution or performance of this contract, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the resulting contract.



CITY OF ATHENS

RFP #2017-01

COVER SHEET

COMPANY NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

REPRESENTATIVE NAME (PRINT): _____

Please agree to the following below:

I, _____, an authorized representative of the firm indicated above, have reviewed and understand the City of Athens' RFP for Construction Services to perform the Work specified in the Contract Documents.

Signature

Date

TOTAL AMOUNT OF PROPOSAL (BASE BID): \$ _____

ALTERNATE #1 – MEZZANINE: \$ _____

ALTERNATE #2 – ROOF INSULATION: \$ _____

ALTERNATE #3 – ACOUSTICAL TREATMENTS: \$ _____

ALTERNATE #4 – MECHANICAL SCREEN: \$ _____

ALTERNATE #5 – LIGHT FIXTURES: \$ _____

UNIT PRICING #1 – MASONRY RESTORATION: \$ _____



CITY OF ATHENS

RFP #2017-01

REFERENCES

Provide a minimum of three (3) government entities or companies for which you have performed similar work of the same scope and size as defined in this RFP. If additional space is required, include attachment to this section of the RFP.

REFERENCE #1

ENTITY: _____

PROJECT: _____

DATE OF SERVICE: _____

PROJECT COST: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

BRIEF DESCRIPTION OF WORK PERFORMED: _____

ATTACHMENT B

REFERENCE #2

ENTITY: _____

PROJECT: _____

DATE OF SERVICE: _____

PROJECT COST: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

BRIEF DESCRIPTION OF WORK PERFORMED: _____

REFERENCE #3

ENTITY: _____

PROJECT: _____

DATE OF SERVICE: _____

PROJECT COST: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

BRIEF DESCRIPTION OF WORK PERFORMED: _____



CITY OF ATHENS

RFP #2017-01

LIST OF SUBCONTRACTORS

Provide a list of the subcontractors with contact information that the GC proposes to use on the project. If additional space is required, include attachment to this section of the RFP.

SUBCONTRACTOR #1

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #2

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

ATTACHMENT C

SUBCONTRACTOR #3

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #4

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #5

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #6

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #7

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #8

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #9

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #10

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #11

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____



CITY OF ATHENS

RFP #2017-01

BONDS

A guarantee shall be submitted with each proposal that the Offeror will execute and furnish performance and payment bonds within 10 days after award of contract and receipt of contract performance and payment bond forms. The performance and payment bonds shall be in the amount of 100% of contract price, and shall be executed by a surety company authorized to do business in the State of Texas. If performance and payment bonds are not returned to the CITY within 10 days from the award, the CITY has the right to render the award ineffective.

Offeror guarantee should be submitted to the CITY prior to the RFP deadline in the amount of 5% of the proposal. Bank cashier's check payable to the CITY should be attached to this form and submitted with proposal to the following address:

**City of Athens Development Services Center
ATTN: Thanasis Kombos
22 S. Prairieville Street
Athens, TX 75751**

The City may retain all proposal checks of the Offerors selected for potential negotiations until after the award and approval of the contract and receipt of performance and payment bonds.

Authorization is hereby granted for the CITY to return the proposal check via regular mail without liability of any kind or nature to the address listed below.

BID FOR: _____ CHECK #: _____

DRAWN ON: _____ BANK: _____

DATED: _____ AMOUNT \$: _____

NAME: _____

ADDRESS: _____

_____ TELEPHONE: _____

SIGNATURE: _____



CITY OF ATHENS

RFP #2017-01

RESIDENCE CERTIFICATION / TAX FORM

Pursuant to Texas Government Code §2252.001 et seq., as amended, the CITY requests Residence Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that (Company Name) is a Resident Bidder of Texas as defined in Government Code §2252.001

I certify that (Company Name) is a Nonresident Bidder of Texas as defined in Government Code §2252.001 and our principal place of business is in (City and State)

TAXPAYER IDENTIFICATION NUMBER (T.I.N.):

COMPANY NAME SUBMITTING BID PROPOSAL:

ADDRESS:

SIGNATURE:



CITY OF ATHENS

RFP #2017-01

MINIMUM INSURANCE REQUIREMENTS

The GC shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the GC's liability.

All policies of insurance shall waive all rights of subrogation against the CITY, its officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to the CITY.

The CITY reserves the right to require additional insurance should it be deemed necessary.

- A. Standard Workers' Compensation insurance covering all personnel who will provide services under this contract.
- B. Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$1,000,000 minimum each occurrence; \$3,000,000 per general aggregate.
- C. Builder's Risk Policy in the amount of at least \$1,000,000.00 per claim and at least \$3,000,000.00 in aggregate.
- D. Automobile Liability Coverage. The CITY shall be named as "additional insured" on automobile policy.



CITY OF ATHENS

RFP #2017-01

TWCC RULE 110.110 - WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the:

Texas Workers' Compensation Commission
Southfield Building
400 S. IH-35
Austin, TX 78704-7491
(512) 440-3618

A. Definitions:

Certificate of coverage ("Certificate"):

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project:

Includes the time from the beginning of the work on the project until the contractor's / person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096):

Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food / beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

ATTACHMENT G

- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and

ATTACHMENT G

- (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.