



**REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER-AT-RISK FOR COMBINED PUBLIC SAFETY
FACILITY & FIRE HOUSE
(ONE-STEP PROCESS)**

**RFP #1100
CITY OF CORINTH, TEXAS**

IMPORTANT DATES:

RFP Issue Date:	Thursday, July 7, 2016
RFP Publication Dates:	Thursday, July 7, 2016 & Thursday, July 14, 2016
Questions Deadline:	Thursday, July 21, 2016 @ 3:00 PM CST
Proposal Due Date and Time:	Tuesday, August 2, 2016 @ 2:00 PM CST
Interview Schedule, if applicable:	Tuesday, August 9, 2016
Anticipated Contract Effective Date:	September 1, 2016

Sealed proposals for the materials or services specified will be received by the City of Corinth at the office of the Purchasing Agent until the date and time as indicated above.

Please submit one (1) original unbound proposal, three (3) complete bound copies of proposal, and one (1) complete copy in USB memory drive format (each with required signatures), in a sealed envelope or package to the address listed below.

Delivery & Mailing Address:

City of Corinth
Attn: Purchasing Agent
3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76208

Proposal Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3244

Sealed submissions shall be clearly marked "RFP #1100-Construction Manager-at-Risk for Combined Public Safety Facility and Fire House" Do not open until 2:00 PM August 2, 2016"; and include the respondent's name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. **All forms in Appendix A must be completed, signed and returned with the proposal.**

Requests for additional information should be made no later than the questions deadline above and shall be directed to the Purchasing Agent at purchasing@cityofcorinth.com. All requests must be made in writing. Oral explanations will not be binding.

Any interpretations, corrections, clarifications, or changes to this Request for Proposals or specifications will be made by addenda. Addenda will be posted at <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

The City of Corinth reserves the right to reject any and all proposals and to waive defects in proposals. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a proposal on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that responses must be received by the due date and time shown above.** Proposals received later than the date and time above will be returned unopened, and will not be considered in the evaluation process. No telephone, facsimile or electronic proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

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1. INTRODUCTION

The City of Corinth (City) is requesting proposals from qualified construction firms to provide Construction Manager-At-Risk Services necessary for the construction of a Combined Public Safety Facility & Fire House as described in the RFP document. The successful Respondent shall execute a contract with the City to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this RFP. It is the intent of the City to select one provider for the aforementioned goods/services. The successful Respondent will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The contract shall commence upon the issuance of a Notice to Proceed by the City and shall automatically expire upon completion of the work and acceptance by the City.

2. SCOPE OF SERVICES/PROJECT DESCRIPTION

The Construction Manager shall assume risk for construction, rehabilitation, alteration, or repair of the Project, at the contracted price as general contractor, and provide consultation to the Owner regarding construction during and after design of the Project, in accordance with any and all applicable requirements of the Project and all applicable laws. The City reserves the right to audit all financial information related to the Project, including subcontractors, costs, etc.

The successful Construction Manager will be required to enter into an Agreement with Owner based on AIA Document A133™-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price, together with the AIA Document A201™-2007, General Conditions of the Contract for Construction, as such documents are amended by Owner through formal addenda thereto. The agreement will also contain all relevant terms set forth in this RFP. Construction Manager will honor budget, schedule, and guaranteed maximum price.

It is the intent of the City to select a Construction Manager-At-Risk using a one-step selection process.

Respondent shall comply with all requirements herein. Exceptions or deviations from the specifications and requirements shall be noted on the Submittal Exception Form (Appendix B).

A. Project Description:

The Project is generally described as follows:

Combined Public Safety Facility & Fire House – Consists of an existing facility of approximately 33,000 SF to function as the City of Corinth Police Department and Fire Headquarters. The facility will be renovated to accommodate the needs of the public safety departments. A new three bay Fire House of approximately 12,000 SF will also be located at the site. Site consists of approximately six acres.

Construction and renovation of the Combined Public Safety Facility and Fire House as defined and described in the Drawings and Specifications to be prepared by the Architect for the Project. The City has contracted with Eikon Consulting Group LLC of Sanger, Texas, as our Architectural/Engineering firm to provide programming, design and construction administration services for the facility.

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The scope of work will be determined based on the final Drawings and Specifications prepared by Architect. The work may consist of, but is not necessarily limited to, one or more of the following: demolition, site clearing, excavation, fill, select fill and backfill; site utilities; concrete sidewalks, curbs and gutters; asphalt and concrete paving, rough and finish grading, topsoil and seeding; landscape; concrete slab-on-grade; stone or masonry exterior veneer, structural steel or cast in place concrete frame (columns and joists), metal roof deck, miscellaneous metals and metal fabrications; rough and finish carpentry, millwork and casework; damp proofing and waterproofing, caulking and sealants, thermal insulation, flashing and sheet metal, metal soffit panels, modified bitumen, standing seam metal or clay tile roofing; solid core wood doors and frames, metal doors and frames, aluminum doors and frames, prefinished aluminum door frames, glass and glazing, architectural hardware, acoustical ceilings, resilient/vinyl flooring and base, carpeting and carpet base, metal studs and support systems, gypsum drywall, painting and special coatings, interior and exterior signage; metal louvers and miscellaneous specialties; fire protection; lightning protection; and mechanical, plumbing and electrical systems.

The Construction Manager will be responsible for the printing of Construction Documents as required for bidding and construction. The Construction Manager must publicly advertise, as prescribed for a governmental entity under Section 271.025 of the Texas Local Government Code, and receive bids or proposals for trade contractors or subcontractors for the performance of all major elements of the work, other than minor work that may be included in the general conditions. If the Construction Manager wants to perform portions of the work itself, it must submit its bid or proposal in the same manner as all other trade contractors or subcontractors, and Owner will determine which entity provides the best value to the Owner.

The work does not include inspection services, the testing of construction material engineering, and the verification testing services necessary for Owner's acceptance of the Project, which will be performed under a separate contract with an independent provider, as required by law.

B. Project Schedule:

The selected Construction Manager will be expected to provide assistance to the Owner and the Architect during the architectural programming phase, with the selection of building systems, cost estimating, value engineering, and scheduling during the Preconstruction Phase, so as to enable Owner to build the Project as described and depicted in the Drawings and Specifications, for an amount not to exceed Owner's Construction and Project Budgets, and to build the Project thereafter as a Construction Manager-at-Risk for a Guaranteed Maximum Price that is less than or equal to Owner's Construction Budget.

The Tentative Design Services Schedule for the Project, starting with Programming and ending with the release of Bid Documents is six months. This schedule is subject to change.

The current estimate of the Construction Time for substantial completion of the Project is 12 months after the Notice to Proceed with construction. This Schedule may be adjusted as a result of negotiations on Proposals or preconstruction services by the Construction Manager-at-Risk.

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C. Scope of Services:

The following describes the anticipated services expected during design and construction:

- Manage the Guaranteed Maximum Price (GPM) Documentation
- Participate in the design process
- Provide pre-construction services including constructability and cost advice through the design process.
- Establish budget by bid package for design phases
- Prepare sub-contractor bid or proposal packages
- Conduct pre-bid meetings
- Receive bids and provide open book review process with Owner and Architect.
- Conduct award of contracts/purchase orders
- Provide coordination and management of sub-contractors
- Summarize monthly reports
- Provide change order and contingency funds control
- Establish a quality management program
- Provide for job safety functions
- Provide accounting functions
- Provide jobsite security functions
- Provide post construction services
- Provide value engineering and management of construction schedule
- Attend pre-construction meeting(s) with City personnel and the City's Architectural/Engineering firm

In addition to general Building Construction the Project elements shall include, but are not limited to the following:

- Earthwork
- Walkways, parking and drives
- Landscaping
- Irrigation system
- Utility extensions onsite and offsite
- Drainage systems onsite and offsite
- Electrical, mechanical, plumbing, and structural elements of the building
- Communications systems
- Specialty work area systems
- Security, Audio/Visual, Communication and IT Systems
 - This will include the installation of the pathway (i.e. conduits, cable trays, J-boxes, etc.).
 - The construction contract may also include cabling, equipment racks, and terminations for these systems and the specific equipment for these systems (i.e. video monitors, interactive boards, projectors, amplifiers, etc.).

Services are expected to commence upon final execution of a contract, within 30 days from the selection of a successful construction firm. A project time frame will be coordinated with the selected firm, and the City's Architectural/Engineering firm.

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D. Total Estimated Budget:

Estimated construction cost for the facility, including site development is \$7,200,000.00. This does not include architectural and engineering fees. Any cost savings realized below the amount identified as the Guaranteed Maximum Price at the completion of the Work shall be returned to the City.

E. Bond Requirements:

1. Payment and Performance Bonds: Payment and Performance Bonds for the performance of the Work, and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager executes the Contract. Each bond shall be in an amount equal to 100% of the Estimated Project Construction Budget. If and when the Owner and Construction Manager agree on a Guaranteed Maximum Price, the Construction Manager may obtain substitute Payment and Performance Bonds, each in the amount of 100% of the Guaranteed Maximum Price, within 5 days after the Amendment to the Contract is signed that establishes the Guaranteed Maximum Price.
2. Maintenance Bond: The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for two calendar years following the City's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

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3. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

A. Submittal Instructions

Proposals shall be organized and submitted in the format and order as outlined below. All information in the proposal must be clearly explained. Failure to provide requested information may result in the City, at its sole discretion, disqualifying the proposal from further consideration.

Do not enclose preprinted materials in place of a response. These materials will not be considered a response to the requirements.

1. **Cover Letter.** Cover letter with a general description of the firm and the services it provides. The letter should indicate your company's understanding of the scope and requirements relating to this RFP. A person who is authorized by the organization to enter into an agreement with the City of Corinth, Texas will sign the letter.
2. **Project Knowledge and Approach.** Demonstrate your company's understanding of the project by providing a summary of your approach to accomplishing the work outlined in the Scope of Services of the RFP. Describe how your company will successfully provide services that meet the City's expectations.

The proposal should describe how deliverables to be provided on this Project will allow the firm to successfully provide a project that meets the City's expectations.

3. **Project Staff and Experience.** Provide the name and resume of key Project staff that would be assigned to this Project. The resume for each employee shall describe the individual's previous experience with like products/services. Provide narrative on experience and methods of working with architects and engineers on line projects.
4. **References.** Demonstrate your company's capabilities and competence in construction manager at-risk services by providing at least three (3) past or current references where like goods/services have been provided for public entities. Include the following information:
 - Project and Owner's Name
 - Owner Contact Person with telephone number and email address
 - Description of the Project
 - Length of contract
5. **Schedule.** Provide example of a previous project schedule with an approximate 365 day build. Show critical path items and schedule activities and time allowed for City staff review. The City is anticipating the Project to be completed within 365 days from beginning of construction.
6. **Submittal Forms – Appendix B.** All forms in Appendix B must be completed, signed and returned with the proposal.
7. **Acknowledgment of Addenda, if applicable.** Acknowledge and sign all addenda, if applicable.

4. EVALUATION PROCEDURES

A. Selection Process

If the Owner is unable to reach an agreement with the first-Ranked Offeror, the Owner shall terminate further discussions with the first-ranked Offeror, and commence negotiations with the next-ranked Offeror, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Offeror is expressly conditioned upon (1) the Offeror's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the successful Offeror is notified of the acceptance of its Proposal, and (ii) the Offeror's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Offeror fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, rescind the award, commence negotiations with the next ranked Offeror, or may reject all Proposals.

There will be no contractual obligation on the part of the Owner to any Offeror, nor will any Offeror have any property interest or other right in the contract or Work being proposed unless and until the Agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Documents and Agreement and all conditions to be fulfilled by the Offeror have either been so fulfilled by the Offeror or waived in writing by the Offeror or Owner, as applicable.

B. Evaluation Criteria

The City will review all proposals for completeness based on the requirements in this RFP. Those found to be incomplete or fail to address the needs of the City may not be evaluated.

A selection committee will rank the proposals received in accordance with the requirements defined in the RFP. The City will select the proposal that is determined to be the most advantageous to the City, considering the relative importance of the following criteria and weights, and any other facts considered relevant by the City.

Understanding of project – 15 points

Proposed work program – 15 points

Project schedule and completion date – 25 points

Quality of work (based upon experience, references, respondent qualifications, and review of a public facility project submitted with qualifications) – 25 points

Ability to work with architectural/engineer team to identify constructability – 25 points

Price - 20 points

Total maximum points - 125

The City reserves the right to:

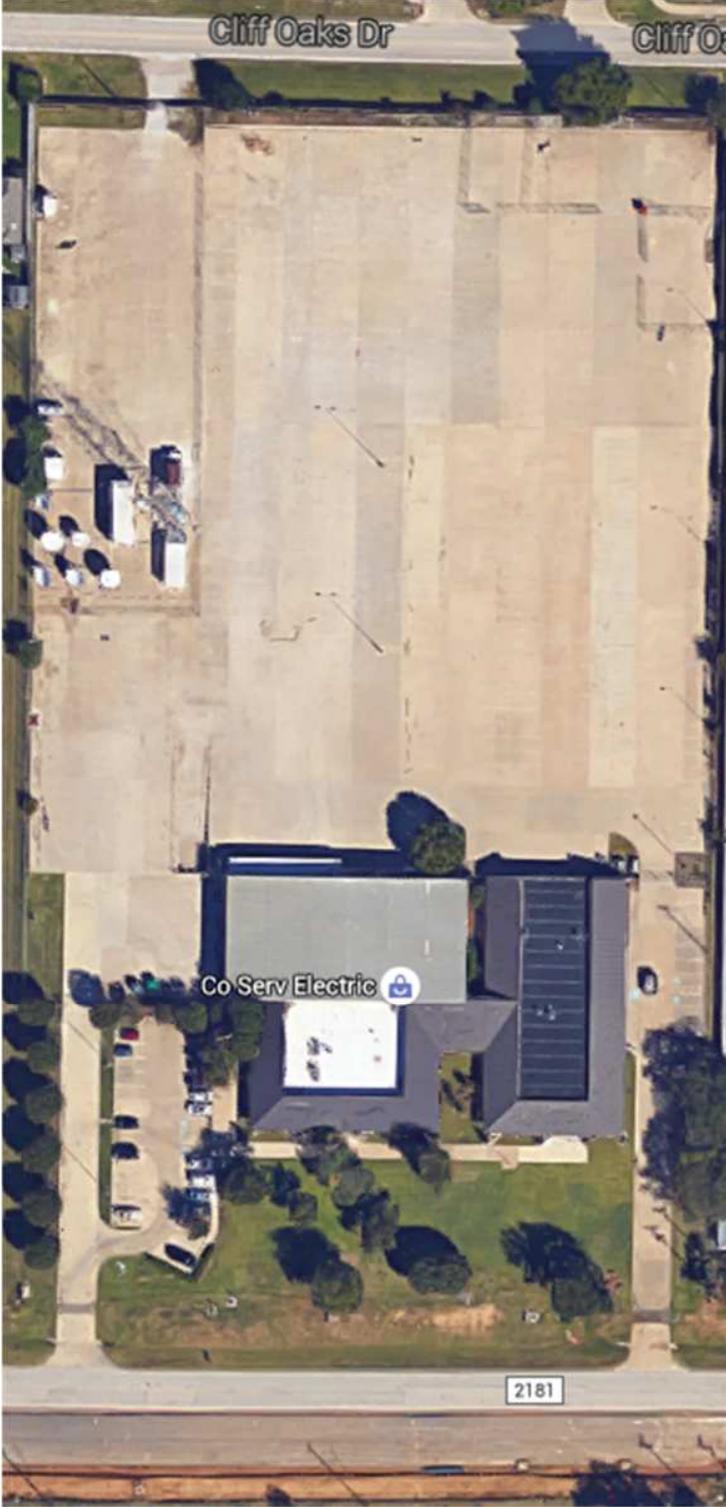
- require additional technical and pricing information and
- have discussions with Respondents regarding all elements which comprise the Respondent's proposal,
- to accept all or part of any proposal, or
- to reject any or all proposals, and
- to re-solicit for proposals.

The award of the contract shall be made to the responsible Respondent whose proposal is determined to be the lowest responsible respondent or the respondent who provides the best value to the City relative to price, qualifications, and quality of services, as set forth above. Proposals may not be withdrawn or canceled for a period of (120) days following the date designated for the receipt of proposals, and respondents so agree upon the submission of their proposals. Respondents are expected to examine all instructions, specifications, requirements, and terms and conditions prior to submitting their proposal. Failure to do so will be at the respondent's risk. At the City's request, Respondents may be selected for in-person presentations. All proposals and related materials become the property of the City.

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EXHIBIT A

Aerial View - 3501 FM 2181 Corinth Texas 76210 (Site for Public Safety Facility and Fire House)





APPENDIX A

GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS

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A. GENERAL INFORMATION

1. **Confidentiality:** All proposals, data, and information submitted to the City of Corinth are subject to public release under the Texas Public Information Act ("Act") unless exempt from release under the Act. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. Confidential information, as noted by the Respondent, will not be released unless ordered by a court or the Attorney General pursuant to the Act.
2. **Proposal Preparation Cost:** All costs associated with the preparation of the proposal will be borne by the respondent.
3. **Withdrawal of Proposal:** Proposals may be withdrawn prior to the closing time for RFPs, as long as the request is submitted in writing by an authorized representative. Thereafter, all proposals shall remain open and valid for a period of 120 days.
4. **Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed services.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.
6. **Insurance**
 - A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
 - B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.
 - C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the proposal to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
 - D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

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7. Insurance Requirements

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Explosion Collapse and Underground (XCU) Coverage
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

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2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
 3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 7.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

7.1 CONSTRUCTION SERVICES REQUIREMENTS

- A. **Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.
- B. **Minimum Limits of Insurance:**
1. Commercial General Liability: \$1,000,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 7.A.1.
 2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
 3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
 4. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
 5. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

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STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

- A. ADDENDA:** Any interpretations, corrections, clarifications, or changes to this Request for Proposals or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. ADVERTISING:** The successful respondent shall not advertise or publish, without the City of Corinth's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
- C. ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- E. ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City of Corinth.
- F. AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the bidder.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides good or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

1. The purchase price;
 2. The reputation of the bidder and of the bidder's goods or services;
 3. The quality of the bidder's goods or services
 4. The extent to which the goods or services meet the City's needs;
 5. The bidder's past relationship with the City;
 6. The total long-term cost to the City to acquire the bidder's goods or services;
 7. Any relevant criteria specifically listed herein.
- G. 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. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
- H. COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Corinth unless specifically approved, or requested by the Contract Administrator.
- I. CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Corinth's Purchasing Office (attached).
- J. CONTRACT ADMINISTRATOR:** Under the contract, the City of Corinth, Texas, may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City of Corinth, Texas and the successful contractor.
- K. CONTRACT ENFORCEMENT:**
1. The City of Corinth, Texas reserves the right to enforce the performance of any contract that results from an award of this Request for Proposal. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Corinth, Texas in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
 2. In the event the successful contractor shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractors rights shall terminate. Respondents who submit proposals for this service agree that the City of Corinth, Texas

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shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.

3. Any notice provided by this Request for Proposal (or required by law) to be given to the successful contractor by the City of Corinth, Texas shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.
 4. The successful contractor and the City of Corinth, Texas agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this RFP and the UCC, the RFP will control.
- L. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City of Corinth, except in accordance with City Policy.
- M. **EQUAL OPPORTUNITY:** It is expected during the performance of the contract, all Contractor employees will be treated under the requirements of an Equal Employment Opportunity employer and honor all protected rights afforded to employees under the law. The Contractor will be advised of any complaints filed with the City alleging that the contractor is not operating in good faith as an equal employment opportunity employer. The City reserves the right to consider such complaints, along with other considerations, in determining whether or not to terminate any portion of this contract for which the services have not yet been performed.
- N. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- O. **FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the respondent has fully advised the City of Corinth as to the facts and circumstances surrounding the conviction.
- P. **FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful respondent nor the City of Corinth is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- Q. **INDEMNITY AGREEMENT: THE SUCCESSFUL BIDDER HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE CITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE BIDDER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**
- R. **INVOICES:** Each invoice shall contain the successful respondent's name and address, City of Corinth's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Corinth, Attention Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- S. **LATE SUBMITTALS:** The City of Corinth will reject late proposals. The City of Corinth is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office, for confirmation of receipt you may contact Cindy Troyer, Purchasing Agent at 940-498-3244.
- T. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:
1. Have adequate financial resources or the ability to obtain such resources.
 2. Be able to comply with the instructions, specifications, terms and conditions.
 3. Have a satisfactory record of performance.
 4. Have a satisfactory record of integrity and ethics.
 5. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

CITY OF CORINTH RFP #1100
CONSTRUCTION MANAGER-AT-RISK FOR COMBINED PUBLIC SAFETY FACILITY & FIRE HOUSE

- U. PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.
- V. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- W. PRICES HELD FIRM:** All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
- If during the life of the contract, the successful vendor's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Corinth, Texas.
- X. PURCHASE ORDER:** The City of Corinth shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices.
- Y. REFERENCES:** The City of Corinth requests Respondent to supply, with its RFP, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- Z. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- AA. REQUIRED DOCUMENTATION:** In response to this request for proposals, all documentation required by this RFP must be provided.
- BB. SALES TAX:** The City of Corinth is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- CC. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- DD. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- EE. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- FF. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Corinth, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.
- GG. TERMINATION FOR DEFAULT:** The City of Corinth reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City of Corinth reserves the right to terminate the contract in the manner set forth in the attached Contract.
- HH. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a 10 day written notice prior to any cancellation. The successful respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- II. TRAVEL AND DIRECT CHARGES:** The City of Corinth shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- JJ. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- KK. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the respondent prior to the proposal deadline.



APPENDIX B

SUBMITTAL FORMS

CITY OF CORINTH RFP #1100
CONSTRUCTION MANAGER-AT-RISK FOR COMBINED PUBLIC SAFETY FACILITY & FIRE HOUSE

PROPOSAL FORM

Construction Manager-at-Risk for City of Corinth Combined Public Safety Facility and Fire House

Having examined the Request for Proposal, the Proposer will furnish Construction Management-At-Risk services as required for this Project as follows:

Pre-Construction Fee, Fee and General Conditions shall be based on the following estimated construction costs for this project:

Combined Public Safety Facility and Fire House: \$7,200,000.00

- 1. Pre-Construction Fee:** To include personnel expenses, project estimates, preliminary project schedules, value engineering, constructability reviews, pre-planning, overhead and profit, and other services through the pre-construction phase of the Project.

\$ _____.

- 2. Construction Phase Services Fee:** Identify a Construction Phase Services Fee as a percentage of the construction Budget for all home office expenses, and any other expenses not included in the Allowable General Conditions Worksheet, including all overhead and profit.

% _____.

- 3. Not-To-Exceed General Conditions Costs:** Using a Project Schedule of 12 months for the new Combined Public Safety Facility and Fire House, identify General Conditions Cost using Allowable General Conditions in the Worksheet on the following page.

\$ _____.

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Allowable General Conditions Worksheet

Below is a list of Allowable General Conditions for the construction of the Combined Public Safety Facility and Fire House. List all project management, bonds, insurance, field office and office supplies costs for the Project below, and enter the total as the 'Not-To-Exceed General Conditions Costs' as No. 3 on the Proposal Form. These costs will not change after submittal of response.

Description	Qty	Unit	Proposed Cost per Unit	Total
On Site Project Management				
Project Executive		MO	\$	\$
Project Manager		MO	\$	\$
General Superintendent / Safety Manager				
Superintendent(s)		MO	\$	\$
Assistant Superintendent(s)		MO	\$	\$
Office/Field Engineer(s)		MO	\$	\$
Project Expeditor		MO	\$	\$
Scheduler		MO	\$	\$
Project Support Staff		MO	\$	\$
Cost Engineer		MO	\$	\$
Bonds and Insurance				
Builder's Risk Insurance		LS	\$	\$
Subcontractor Default Insurance		LS	\$	\$
General Liability Insurance		LS	\$	\$
Payment, Performance and Maintenance Bonds		LS	\$	\$
Temporary Project Construction and Utilities for CM Staff				
Project Dumpsters (rental and disposal costs)		MO	\$	\$
Project Monthly Telephone/Internet Service		MO	\$	\$
Project Water		MO	\$	\$
Temporary Sanitation/Toilets		MO	\$	\$
Temporary Fire Protection		MO	\$	\$
Telephone System Installation		LS	\$	\$
Ceremonies		LS	\$	\$
Field Offices and Office Supplies for CM Staff				
Partnering Costs		LS	\$	\$
Job Photos and Videos		MO	\$	\$
CM Project Specific Signage		LS	\$	\$
Postage and Deliveries		MO	\$	\$
Mobilization for Office Trailers		LS	\$	\$
Monthly Office Rental Costs		MO	\$	\$
Storage Trailers		MO	\$	\$
Field Office Equipment		MO	\$	\$
Vehicles including Fuel, Maintenance and Insurance		MO	\$	\$
Safety Equipment		MO	\$	\$
First Aid Supplies		MO	\$	\$
Job Office Supplies		MO	\$	\$
Janitorial Services (trailer)		MO	\$	\$
Project Computers and Software		MO	\$	\$
Field Office Furniture		MO	\$	\$
Copy Machine and Supplies		MO	\$	\$
Communications Equipment		MO	\$	\$
Advertising		MO	\$	\$
Cell Phones		MO	\$	\$
Water, Ice, Cups		MO	\$	\$
Rough hardware/Small Tools		LS	\$	\$
Printing Costs – Plans/Specs & As-built		LS	\$	\$
AGC/Association Fees		LS	\$	\$
TOTAL GENERAL CONDITIONS				\$

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CONSTRUCTION MANAGER-AT-RISK FOR COMBINED PUBLIC SAFETY FACILITY & FIRE HOUSE

TO BE COMPLETED IF APPLICABLE

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO . _____

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

CITY OF CORINTH RFP #1100
CONSTRUCTION MANAGER-AT-RISK FOR COMBINED PUBLIC SAFETY FACILITY & FIRE HOUSE

COPY OF NOTARIZED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed and notarized copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CITY OF CORINTH RFP #1100
CONSTRUCTION MANAGER-AT-RISK FOR COMBINED PUBLIC SAFETY FACILITY & FIRE HOUSE

CERTIFICATION FORM

In submitting this proposal, the respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
8. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
9. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
10. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

AUTHORIZED REPRESENTATIVE:

Signature Date

Printed Name Title

Email Address Phone

CONTRACT AGREEMENT

The Contract will consist of the written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Respondent's Proposal. **(Exhibit "A")**;
- (b) Request for Proposal (RFP #1100) **(Exhibit "B")**