

SECTION 00 11 00 - INSTRUCTIONS TO OFFERORS

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED

1 - PROPOSAL DOCUMENTS

- 1.1 The "Proposal Document" shall include the Invitation to Bid, these Instructions to Offerors, the Contract Documents (as defined below), the Proposal Form, and any other sample proposal, and contract form.
- 1.2 The Contract Documents shall consist of the Agreement between the Owner and Contractor (AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum as amended by Owner) (the "Contract"), the General Conditions of the Contract (AIA Document A201-2017 GENERAL CONDITIONS of the Contract for Construction as amended by Owner), Other Conditions included with the "Proposal Documents," the Drawings and Specifications, and all Addenda issued prior to execution of the Contract.
- 1.3 By submitting a proposal, the Contractor represents that the Contractor has prior experience on construction projects of the same or similar type, nature and class as the Work; that the Contractor has read and understands the "Proposal Documents", including the Contract Documents; that the proposal is made in accordance with the "Proposal Documents," and that the Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Contractor's site observations with the requirements of the Contract Documents. No increases will be given to the Contractor in the contract sum or contract time for conditions, which can be determined by examining the site or reasonably inferred as intended results required by the Contract Documents.
- 1.4 Contractors may request clarification or interpretation of "Proposal Documents". Any such request must be in writing and must be received by the Architect prior to the date indicated in the calendar of events. Interpretations, corrections and/or changes of or to the "Proposal Documents" will be made by written Addendum. **Only written instructions will be binding.** Any interpretations, corrections or changes of or to the "Proposal documents," made in any other manner will not be binding upon the Owner and Architect, and the Contractor may not rely thereon. Addenda issued during the time for bidding shall be included in the proposal and shall become a part of the Contract Documents.
- 1.5 Intent of the Contract Document: The Contract Documents are not and shall not be interpreted as a complete set of instructions required for the construction of the scope of work. The intent of the Contract Documents is to prescribe the details and include representative information sufficient for the Contractor's proper execution of the construction and completion of the Work, which the Contractor undertakes to perform in accordance with the terms and conditions of the Contract Document

The Contractor shall have sole responsibility for construction means, methods, techniques, sequences, procedures and site safety precautions, which allows the Contractor to control the development of an adequate procurement and placement work plan required to complete the scope of work. The Contractor's work plan includes, but is not limited to, submittals, shop drawings, product literature and manufacturer's installation instructions for various materials and systems, of which only the Contractor has sole control thereof. Including the development of coordination drawings and development of alternate details as may be required to implement the Contractor's work plan to facilitate the purchasing, coordination and incorporating thereof, in carrying out the completion of the Work.

Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and

workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the Work involved in performing the requirements of the Contract Documents in a satisfactory and workmanlike manner. The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

- 1.6 Any discrepancy or conflict with the Drawings shall be brought to the attention of Architect and the Owner. Discrepancies or conflicts not brought to Architect's and Owner's attention and clarified during the proposal process for the Project will be deemed to have been priced in the more costly manner or difficult manner, and the better quality or greater quality of the Work shall be provided by the Contractor in accordance with Architect's interpretation.

2 – CONTRACTOR'S REQUIREMENTS

- 2.1 The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract. Refer to Section 01 32 00, Contractor's Requirements.
- 2.2 Examination of Site: Offerors are required to physically examine the site prior to the submission of their proposals, in order to familiarize themselves with existing conditions affecting the ways and means of construction and providing a complete installation of all work required under this contract.
- 2.3 In the event the Offeror finds any discrepancy between the conditions at the site and the requirements of Plans and Specifications, he shall notify the Architect in writing before the opening of proposals, and the Architect will issue the necessary instructions or clarifications to all Offerors. No change in the contract price shall be made to the Contractor for error or negligence on his part, for not reporting discrepancies in existing conditions and/or seeking clarifications to the extent of work required as shown on the drawings.
- 2.4 Bid Guarantee: Offerors shall guarantee to hold prices unchanged for a period of not less than FORTY FIVE (45) days after the proposal opening date. Proposals may not be withdrawn during this period without the written consent of the Owner.
- 2.5 Project Management and Superintendent: Offerors shall provide the name and project experience of the Project Manager and on-site Project Superintendent to be assigned to the Project. The Contractor shall not replace either one without the prior written consent of the Owner and until the selection of another Superintendent approved by the Owner in accordance with this paragraph

3 - BID SECURITY:

- 3.1 Bid security is not required on this Project.

4 - FORM OF CONTRACT:

- 4.1 The form of this Contract shall be the "AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum" as amended by Owner, hereafter referred to as the AGREEMENT. This document is hereby specifically made a part of the Contract Documents with the same force and effect as though set in forth in full. Copy of the AGREEMENT is available for examination at the office of the Architect.
- 4.2 The General Conditions of this Contract are the "AIA Document A201-2017 GENERAL CONDITIONS of the Contract for Construction" as amended by Owner, hereafter referred to as the SECTION 007000 - GENERAL CONDITIONS, which document is hereby specifically made a part of the Contract Documents. A Copy of the GENERAL CONDITIONS is available for examination at the office of the Architect.

5 - SUBCONTRACTORS:

- 5.1 A list of proposed subcontractors, whose sub-proposals have been used by the General Contractor to compile his proposal in the form provided herein, shall be included with each proposal. The Owner reserves the right to reject any proposals not accompanied by a list of proposed subcontractors.
- 5.2 In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract Documents. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. Failure of a Subcontractor to include any portion of Work or a Subcontractor's claim of excluding any portion of the Work does not relieve the Contractor from his sole responsibility in executing all work of the Construction Documents.
- 5.3 No Subcontractor will be recognized as having a direct contractual relationship with the Owner. All persons engaged in the Work under the Contract Documents will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract Documents. The Owner will deal only with the Contractor who is responsible for the proper execution of the Work. No pleas of misunderstanding or failure of the Contractor to coordinate the complete scope of the Work or of ignorance in the assignment of Subcontractor's scope of Work shall modify the provisions of the Contract Documents or result in change in the contract price.

6 - TIME OF COMPLETION:

- 6.1 Time is the essence of the Contract. Therefore, each Offeror must submit as a part of his proposal that all labor, material and time required to complete all work under this contract will be substantially complete by the date set forth below; note if that date is deemed to be unattainable and note on the Proposal Form in Section 00 30 00 the date proposed for substantial completion. The Owner will consider proposed substantial completion dates in his evaluation of Bid Proposals.
- 6.2 Immediately after the Notice to Proceed has been issued, the Contractor shall start the work and expedite the construction from start to finish. He shall keep a full crew busy at all times and allow no lagging or delays between different phases of the work.

7 - LIQUIDATED DAMAGES:

- 7.1 None.

8 - RIGHTS RESERVED

- 8.1 The Owner reserves the right to reject any or all proposals, to accept any proposal regardless of being the lowest, to accept any alternate considered to be advantageous to the Owner and to waive any all formalities or irregularities. Offerors are advised that time for completion and qualifications of subcontractors will be considered equally with the amount of proposal, and that the Owner reserves the right to choose the successful Offeror on the basis of all three considerations.

9 - SUBSTITUTIONS

- 9.1 Within thirty (30) days after the contract has been awarded, an Offeror whose bid included unspecified products shall present to the architect evidence of its equality with the specified products. If the architect decides it is not acceptable, the proposal shall be construed as using unspecified products. Refer to the provisions of the Division 1 specifications.

10 - BONDS AND CERTIFICATES OF INSURANCE

- 10.1 Performance Bond and Labor and Material Bond will be required on this Project and shall be furnished to the Owner in such form approved by the owner before execution of the contract, the following requirements shall apply:

- 10.1.1 Each bond shall be in the amount of One Hundred Percent (100%) of the Contract Sum in the case of the Contractor and 100% of the applicable contract amount for each designated subcontractor.
- 10.1.2 Bonds shall be prepared by a Surety or Bonding Company acceptable to the Owner, and shall be submitted in triplicate.
- 10.1.3 The Contractor shall pay all costs and fees, and shall record the bonds with the proper legal authorities.
- 10.1.4 The cost of the bonds shall be included in the base proposal and stated in the place provided on the proposal Form.
- 10.1.5 Provide all Certificates of Insurance (stating that written notice must be furnished to the owner thirty (30) days prior to any cancellation) for the insurance coverage required in the General Conditions.
- 10.1.6 The Owner's insurance counselor must approve the Bonds and Insurance coverage in all respects. If the Contractor's surety will not furnish bonds before execution of the contract, Specimen Bonds, with the written commitment of the surety to execute them upon completion of the contract, may be furnished instead.

11 - PROPOSAL SUBMITTAL

- 11.1 Sealed proposals will be received at the date, time, and location set forth by the City of Olmos Park as follows.

RFP SCHEDULE	DATES/TIME (CST)
Advertise RFP	October 23 & 30, 2019
Release RFP	October 23, 2019
Pre-submittal conference	November 20, 2019 9:30AM
Deadline to submit questions or requests for clarifications regarding the RFP	November 22, 2019
Modifications and/or answers to questions posted and/or emailed.	December 4, 2019
<u>RFP Submittal Deadline</u>	December 18, 2019 3pm CST
Evaluate RFP responses to develop short list	December 19, 2019 to January 15, 2020
Selection	January 16, 2020 6PM
Contract Negotiations	February 1, 2020
Award Contract	February 1, 2020

- 11.2 All applicable blank spaces in the proposal Form, provided by the General Contractor, shall be filled in. Proposals shall be neatly and legibly completed in ink or typewritten. Amounts of base proposal and any alternate proposals shall be written both in words and numerals. The signer of the proposal must initial any interlineations, alteration, or erasure. In the event of ambiguity in the proposal amounts or other conditions of the proposal, the Owner reserves the right to consider the most favorable construction thereof or to reject the proposal, at his option.
- 11.3 Proposals shall include the legal name of the Offeror, and shall state whether the Offeror is a sole proprietor, partnership, joint venture, corporation, or other legal entity. Proposals by corporations

shall include the State of incorporation, and have the corporate seal affixed. A proposal submitted by an agent shall have a current Power of Attorney attached, certifying the agent's authority to submit the proposal.

11.4 Signatures shall be longhand, and shall be in ink. The name and title of the person signing the proposal shall be neatly printed in ink or typewritten below the signature.

11.5 All proposals shall be in sealed envelopes which shall have clearly marked on the outside the following:

Competitive Seal Proposal For:

OLMOS PARK MUNICIPAL – EXTERIOR LATH & PLASTER
REPAIR & MAINTENANCE
200 Primera Drive
San Antonio, TX 78212

11.6 Proposals shall be delivered to:

THE CITY OF OLMOS PARK
Attn: Celia M. DeLeon
City Manager
200 Primera Drive
San Antonio, TX 78212

Proposals shall be delivered not later than **the time and date determined by the City of Olmos Park**, with a **public** proposal opening to follow.

A Pre-Bid meeting will be held at the site, location to be determined, on **the time and date determined by the City of Olmos Park**.

11.7 The Owner is a Tax-Exempt Non-Profit entity and is thereby exempt from State and local sales tax. However, all applicable taxes shall be included in the Proposal. The percentage rate of sales tax on taxable items shall be indicated on the Proposal Form. The successful Offeror shall receive a copy of the Owner's Tax Exempt Certificate.

11.8 Proposals shall not contain any recapitulation of the work to be done and no oral, telegraphic, or telephonic proposals or modifications will be considered.

11.9 Attention is called to the fact that the Offeror, in signing the proposal, states that he has the financial ability, experience and facilities to carry the work through its several stages to completion. The successful Offeror may, before award of the contract, be required to furnish a financial statement (prepared, if so requested by a Certified Public Accountant approved by the owner), which will be in a form approved by the owner, and shall show the required financial liability, or failing in this, he shall not be entitled to further consideration. If requested, the Offeror shall also submit on the prescribed form a statement showing that he has the experience, equipment, and personnel to accomplish the work satisfactorily. Data disclosed in these statements will be considered confidential and returned to Offerors when they have served their purpose.

11.10 Proposals carrying riders or qualifications, which modify the proposal in any manner, that would affect the proposal in comparison with other competitive proposals will be rejected as irregular. Offerors are to quote on the base proposal, and also on the "Alternates" (as shown and more fully described), only if they apply to this project. Subcontract Offerors should prepare their proposals so that every quotation required can be properly made by the General Contractor Offerors.

12 - PLANS AND SPECIFICATIONS

12.1 Upon notification of the successful Offerors by the Owner the unsuccessful Offerors shall return all bidding documents to the office of the Architects.

12.2. A minimum of five (5) sets of Plans, Specifications and Addenda will be furnished to the general contractor after award of the contract for distribution to subcontractors, suppliers and fabricators. Any other Plans that the Architects may have available will also be furnished to the Contractor at no charge to him; however, if the Contractor feels that it is necessary to have additional Plans and Specifications, he shall pay the cost of reproduction. All Plans and Specifications, Addenda, etc. shall be logged out to the Contractor and shall be returned at completion of the project, regardless of their conditions.

13 - PROPOSAL SELECTION PROCESS AND CRITERIA

13.1 The time period for responding to the RFP is defined in Section 11.1. After receiving the Complete Sealed Proposals, the Owner will publicly open and read aloud the names and prices received in accordance with the submission deadline. The Owner may interview or seek additional information from one or more of the parties providing Proposals. Within 45 days after opening of the Proposals, the Owner will evaluate and rank the Offerors based on the best value for the Selection Criteria set out in the RFP. Unless the Owner rejects all Proposals, the Owner will authorize negotiations with the first-ranked Offeror. If the parties cannot negotiate a successful agreement, the Owner will terminate negotiations with the first-ranked Offeror in writing, and commence negotiations with the second-ranked Offeror in the same manner. If an agreement is not reached, the Owner will proceed with this process, in order of ranking, until an agreement is reached or all Proposals are rejected.

The Owner reserves the right to reject any and all Proposals.

Criteria	Rating	Weight	Score
1. Firm and Individual Qualifications	25%		
a. Firm's number of years in the business	x	2	=
b. Firm's experience on similar projects using similar products and applications	x	6	=
c. Experience on renovation of occupied blds	x	6	=
d. Experience of proposed personnel on similar projects	x	2	=
2. Capacity to Perform Work	25%		
a. Workload and availability to meet schedule	x	2	=
b. Project management plan	x	5	=
c. Schedule detail and accuracy	x	5	=
d. Proposed sub-contractors, vendors, etc.	x	3	=
e. Proximity to project site	x	5	=
3. Budget and Fees	25%		
a. Price	x	6	=
b. Cost estimate detail and accuracy	x	4	=
c. Base fee	x	6	=
d. Fee adjustments	x	4	=
4. References	25%		
a. Quality of previous construction	x	4	=
b. Meeting schedules and deadlines	x	4	=
c. Controlling costs, value engineering & meeting budgets	x	4	=
d. Communications and cooperation	x	3	=
e. Past performance for the City of Olmos Park	x	5	=

TOTALS	100%		

RATINGS

- 0 = N/A
- 1 = Poor
- 2 = Fair
- 3 = Good
- 4 = Excellent
- 5 = Superior

- 13.2 The Owner reserves the right to reject any or all proposals, to accept any proposal regardless of being the lowest, to accept any alternate considered to be advantageous to the Owner and to waive any all formalities or irregularities, as set forth in the Instruction to Offerors.
- 13.3 Each Contractor by submission of a proposal waives any claims it has or may have against the Owner, the architect, its consultants and their employees, and other consultants in connection with the or arising out of the proposal administration, proposal evaluation, proposal ranking, proposal recommendation the award of the Contract, and the rejection of any proposals.

14 – OFFEROR’S QUESTIONNAIRE

14.1 Offerors are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Offeror’s Questionnaire.

14.1.1. Legal name of the company:

Address of office that would be providing service:

Telephone number: _____

Number of years in Business:

Type of Operation: Individual Partnership Corporation

_____ _____ _____

Number of Employees: _ Annual Sales Volume: _____

14.1.2. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the Owner.

14.1.3. Provide a financial rating of your company and any documentation (e.g. a Dunn &

Bradstreet analysis), which indicates the financial stability of the company.

- 14.1.4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 14.1.5. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and/or construction services. Describe how such suit or claims were resolved.
- 14.1.6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 14.1.7. Does any relationship exist between your company and any of Owner's officers, employees or Architect whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.
- 14.1.8. What difficulties do you anticipate in serving the Owner and how do you plan to manage these? What assistance will you require from the Owner?

- 14.1.9. Describe your company's service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.
- 14.1.10. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the Owner selecting your company.
- 14.1.11. Describe your firm's past performance on other contracts for the Owner (e.g. cost control, cost savings, schedule control).
- 14.1.12. Describe your firm's demonstrated technical competence and management qualifications with construction contracting projects that involve the removal and replacement of exterior curtain wall and glazing of occupied buildings similar to this Project.
- 14.1.13. Describe the types of records, reports, monitoring systems, and information management systems that your firm used in the management of the projects listed above. Describe how you used these systems for three of the projects listed in response to item 16.
- 14.1.14. Describe your firm's management methodologies for GC project delivery.
- 14.1.15. For three of the projects listed below in response to item 16, describe conflicts or potential conflicts with the Owner or with trade Contractors, and describe the methods used to prevent and/or resolve those conflicts.
- 14.1.16. Provide a minimum of three and a maximum of ten projects with photos and letters of reference for which your firm has provided/is providing construction services which are most related to this project. In determining which projects are most related, consider: same or related use of facilities related size and complexity; whether the project consisted of a renovation or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.
- 14.1.17. For each of the listed projects, provide the following information: construction cost (original Budget, GMP or LS and final construction cost), current phase of development, estimated (or past) completion date, type of construction services provided (CM at risk with GMP, CM- agency, design/build, general Contractor - low Proposal, general Contractor through sealed Proposals), Owner's contact person and telephone number, and the name and telephone number of the project architect.
- 14.1.18. Describe your firm's experience with alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use of this Project. State whether any of these methods were used on the projects listed in item 16, and if so, which projects. Would you recommend using any of these methods for this Project? Why or why not?
- 14.1.19. Describe your company's quality assurance program, what are your company's requirements, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For three of the projects listed in response to this Section, provide specific examples of how these techniques were used.
- 14.1.20. Describe your cost control methods. How do you develop cost estimates and how often are they updated? For three of the projects listed in response to item #16, provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of a successful constructability program used to maintain project budgets without sacrificing quality.
- 14.1.21. Provide customer reference letters from no less than three (3) public entities with which Offeror currently has contracts and/or has previously provided construction services of equal type and scope within the past five (5) years.

- 14.1.22. Describe the way your firm develops and maintains project schedules. How often do you update schedules? For three of the projects listed in this Response, provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.
- 14.1.23. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR).
- 14.1.24. Describe the way your firm develops and monitors construction budgets for a project. How often do you compile actual construction cost information during a project and compare it with your estimated construction costs? How often do you update your schedule of values? For three of the projects listed in this Response, provide examples of budget challenges, and how your firm helped solve them.

END OF SECTION

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