

EXHIBIT "A"

INTRODUCTION:

The City of Paris, Texas ("COPT") is requesting Competitive Sealed Proposals from qualified firms interested in contracting with the COPT to provide asbestos and biohazard abatement services for the removal of asbestos and biohazard containing materials as well as general demolition from the approximately 12,306 gross square foot structure known as the Grand Theater.

The structure is located at 21 Lamar Avenue, Paris, Texas 75460.

SCOPE OF SERVICES:

Contractors interested in obtaining a contract with the COPT for providing asbestos abatement services and general demolition shall prepare a written proposal to include, but not limited to the following:

- A quote on the removal of the asbestos and biohazard identified in the structure flooring, tile/mastic, plaster, gypsum board/joint compound, window caulking, pipe/duct insulation, roof parapet/materials, and any other locations specified in the attached Asbestos Survey as well as the general demolition and removal of materials identified on demolition drawings.
- Removal and disposition of asbestos and biohazard materials shall be in accordance with industrial standards as well as all Federal, State of Texas, and local regulations.
- All material identified as asbestos containing must be removed and disposed of by properly trained personnel.
- All utilities and wires (gas, electric, water, sewer, and telephone) shall be disconnected per rules/regulations of authorities having jurisdiction.
- The contractor shall comply with all Texas Asbestos Health Protection Rules (TAHPR)
- The contractor will be responsible for the application and payment of all required permits.
- The contractor will take all necessary steps to monitor roadways for haul off debris.
- The contractor shall obtain any street closure permits required by the COPT via the Public Works Department.
- The contractor shall provide protected pedestrian access ways where sidewalk closure is required by the work.
- All rubbish or debris resulting from asbestos and biohazard abatement work shall be removed from the premises during and/or upon the completion of the work, leaving the building and site area acceptable to the COPT.
- The contractor will provide proof of legal disposal of materials at a legal landfill, certified hazardous waste site or recycle center (as applicable).

PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for 9:00 am, CST, Thursday, October 19, 2023, at the Grand Theater, located at 21 Lamar Avenue, Paris, TX. All firms desiring to be considered for contracting with the City for this service are encouraged to attend the pre-proposal conference. Firms who attend this pre-proposal conference will be allowed an opportunity to walk the building following the meeting.

INSURANCE:

I. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this contract until all insurance requirements have been obtained and approved by the COPT. Contractor must not allow any subcontractor to commence work until all similar required insurance of any subcontractor has been obtained.
2. Contractor must furnish to COPT, 1 copy of Certificate of Insurance (COI) with applicable policy endorsement showing the minimum coverage by an insurance company(s) acceptable to the COPT. The COPT must be listed as an **additional insured** on the General Liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies including Workers' Compensation.

Endorsements must be provided with COI. Project name and number must be listed in Description Box of COI.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

30-written day notice of cancellation, required on all Bodily Injury and Property Damage Certificates or by applicable policy endorsements.

Bodily Injury and Property Damage

Per occurrence – aggregate

Commercial General Liability including:

- | | |
|----------------------------------|----------------------------|
| 1. Commercial Broad Form | |
| 2. Premises – Operations | \$1,000,000 Per Occurrence |
| 3. Products/Completed Operations | \$2,000,000 Aggregate |
| 4. Contractual Liability | |
| 5. Independent Contractors | |

AUTO LIABILITY (including)

- | | |
|----------|-----------------------------------|
| 1. Owned | \$1,000,000 Combined Single Limit |
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2. Hired and Non-Owned
3. Rented/Leased

WORKERS' COMPENSATION

Statutory

EMPLOYER'S LIABILITY

\$500,000/\$500,000/\$500,000

3. In the event of accidents of any kind related to this agreement, Contractor must furnish the COPT with copies of all reports of any accidents within 10 days of the accident.
4. **Asbestos Abatement Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all risks arising from the Contractor and its employees removing and properly disposing of asbestos. The certificate must clearly state that there is \$1,000,000 of Asbestos Abatement coverage.
5. **Subcontractors.** In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor. Asbestos removal must be done by a licensed asbestos removal contractor with a current certificate of insurance on file with the COPT.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain worker's compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be of an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted doing business in the State of Texas with A.M. Best's rating of no less than A-VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to COPT at the address provided below within 10 days of the requested change. The Contractor shall pay any costs incurred resulting from the said changes. All notices shall be given to COPT at the following address:

The City of Paris
135 SE 1st Street
PO Box 9037
Paris, Texas 75460

- D. **Contractor agrees that with respect to the above required insurance, all insurances policies are to contain or be endorsed to contain the following required provisions:**
- List the COPT and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the COPT, except for the workers' compensation policy.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the COPT where the COPT is an additional insured shown on the policy.
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the COPT. An All-States Endorsement will be required for companies not domiciled in Texas; and
 - Provide thirty (30) calendar days advance written notice directly to COPT of any suspension, cancellation, non-renewal, or material change, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsement to COPT. COPT shall have the option to suspend Contractor's work should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the COPT may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the COPT shall have the right to order Contractor to stop work hereunder, and/or, withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons of property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the COPT for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

STATEMENT OF QUALIFICATIONS:

At a minimum, responder's response must contain the following information:

- A. **Responder's Experience and Qualifications:** The responders must demonstrate a strongly established working relationship with all firms they are proposing to utilize on this project. Must show experience with similar projects and proven working relations with other government entities.
- B. **Approach:** Describe the firm's qualifications and experience with this type of work. Give examples and reference contact information for previous similar projects.

- C. **Schedule:** Provide an estimated project schedule to complete the scope of the work described above.
- D. **Safety:** Provide information regarding the firm’s safety record and describe specific safety measures/plan to be used for this project to protect personnel, public, structures and infrastructure.
- E. **Price:** Price must include any/all fees relating to the project requirements.

Contract

Any contract resulting from this RFP will be in the form of the contract attached hereto as Exhibit C. Contractor, by submitting an RFP, warrants the ability and willingness to execute the contract upon being awarded the project.

EVALUATION CRITERIA

The proposals will be evaluated and ranked per the following criteria:

1. **Price (0-50 points)**
2. **Qualifications & Experience (0-20 points)**
3. **Approach (0-20 points)**
4. **Schedule (0-10 points)**

TOTAL POSSIBLE SCORE 100 POINTS MAXIMUM

The COPT will rank the responses to this RFP per the criteria listed above and will negotiate with the highest ranked person/business regarding an acceptable contract with the COPT. If negotiations are unsuccessful, the negotiations will be terminated, and the COPT will negotiate with the second highest ranked person/business. This process will continue until an agreement with a person/business is reached.

All work as specified in this RFP shall begin within 30 days following the award of proposal as notified in writing by the COPT.

SUBMITTAL REQUIREMENTS

RFPs must be received in the Office of the City of Paris no later than 11:00 am on **Thursday, October 26, 2023**, at which time they will be opened and tabulated at City Hall, located at 135 1st Street SE. The envelope(s) shall be submitted in a sealed envelope and clearly marked “2023 Grand Theater – Abatement Removal and General Demolition.” RFP **WILL** be accepted in person at City Hall located at 135 1st Street SE or by United States Mail at PO Box 9037, Paris, TX 75461. RFP **WILL NOT** be accepted via oral communication, telephone, electronic mail or facsimile transmission. RFP may be withdrawn prior to the above scheduled time set for closing. Alterations made before RFP closing must be initiated by respondents guaranteeing authenticity. Submittal of a response to this RFP constitutes an offer by the respondent. Once submitted, the RFP becomes the property of the COPT and as such the City reserves the right to use any ideas contained in any response regardless of whether that RESPONDENT/FIRM IS SELECTED. Submission of a

proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the COPT and the successful respondent. Any RFP which does not comply with these requirements may be rejected at the option of the COPT. RFP must be filed with the COPT before the deadline day and hour. No late RFP will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualifying a proposal. The COPT will not provide compensation or defray any costs incurred by any firm related to the response to this request. The COPT reserves the right to negotiate with any and all persons or firms. The COPT also reserves the right to reject any or all RFPs, or to accept any deemed most advantageous to the COPT, or to waive any irregularities of informalities in the RFPs received, and to revise the process schedule as circumstances arise.

Attachments. The following Attachments are considered material to this RFP and are incorporated herein. The Attachments include:

1. Instructions to Proposers & General Terms and Conditions – Exhibit “A”
2. Signature Page – Exhibit “B”
3. Contract with COPT – Exhibit “C”
4. Proposal Tabulations Sheet – Exhibit “D”
5. Asbestos Survey – Exhibit “E”
6. Demolition Drawings – Exhibit “F”