

REQUEST FOR PROPOSALS
MARFA ACTIVITY CENTER RENOVATIONS

City of Marfa

MARFA

City of Marfa
113 S. Highland Ave.
PO Box 787
Marfa, TX 79843
432-729-4315
www.cityofmarfa.com

INVITATION TO BID

The City of Marfa is soliciting a Request for Proposals in order to evaluate pricing, recommendations, and qualifications for the renovation of the Marfa Activity Center (MAC). One (1) original must be submitted by **3:00 pm on Friday, May 31, 2024**. The proposal must be submitted in a sealed envelope with the following information marked plainly on the front:

City of Marfa
Attention: Mandy Roane
RFP: MAC Renovations

The City of Marfa reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the City of Marfa.

Marfa Activity Center Renovations

Requests from interested parties for additional information or interpretation of the information included in the specifications should be directed by to:

Mandy Roane
Email – mroane@cityofmarfa.com

The deadline for receipt of written questions shall be **3:00 pm, on Friday, May 17, 2024**.

A written response to all question will be posted on the City of Marfa website.

Site walkthroughs are required and are available by appointment only. Please contact Mandy Roane, City Manager, at mroane@cityofmarfa.com to request a site walkthrough.

OVERVIEW: The purpose of this RFP is to request proposals from qualified contractors for the renovations of Marfa Activity Center located at 101 N. Mesa St., Marfa, Texas 79843.

The Work of this project is described complete remodel of the MAC bathrooms and upgrades to the main room. Work will include the replacement and installation of fixtures for the restrooms, and sheetrock, insulation and cosmetic work to the main room. Work must be ADA compliant.

QUALITY ASSURANCE: The project will be inspected during and after each phase by the appropriate City representative to ensure compliance with the specifications.

SCHEDULE OF WORK: The project has two main components, which are broken down as follows:

Complete remodel of the bathroom:

- Flooring removed and replaced (The City is requesting quotes for two types of flooring—small tile and epoxy with a traction additive)
- Replace all bathroom fixtures (commercial, basic, no touchless, etc.)
- Walls repainted and repaired
- Showers updated/replaced (commercial fixtures)
- New bathroom stalls
- Replace toilets/urinals as needed

Main Room:

- Sheetrock be put up along walls
- Replace insulation
- Main room repainted
- Permanent stage built (bigger than what is there now)

The City reserves the right to select all or only some of the components of this project

CONTRACT AGREEMENT: All work performed in fulfilling the requirements of this RFP will be accomplished by competent personnel and following procedures, supervision, material equipment and supplies to be code compliant under City Ordinances.

Proposal Timeline	
RFP presented to Council for approval	4/25/2024
RFP published online and in print	5/2/2024 and 5/16/2024
Required walkthroughs	5/6/2024 through 5/24/2024
Questions about RFP specifications deadline	5/17/2024
RFP submission deadline	5/31/2024
Proposals presented to council	6/11/2024
Contract award	Within 15 days of Council selection

INSTRUCTIONS TO PROPOSERS

1. The RFP award shall be based on, but not necessarily limited to, the following:
 - a. Total Price
 - b. Special needs and requirements of the City
 - c. Results of reference checks
 - d. Proposer's past performance record with the City
 - e. City's evaluation of the Proposer's ability to perform
 - f. Ability to provide Insurance
2. The City of Marfa may make such investigations as it deems necessary to determine the ability of the proposer to provide satisfactory performance in accordance with specifications, and the proposers shall furnish to the City all such information and data for this purpose as the City may request.
3. The contract may be canceled by either party upon thirty (30) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement and work would be awarded to the next qualifying proposer.
4. Proposers are to provide three references where similar services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably references in the Presidio County area.
5. **CERTIFICATE OF INSURANCE**

At the time of the execution of this contract and any subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates of insurance shall state the City of Marfa as additional insured where applicable. The certificates of insurance provided that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Marfa upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type.

6. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Marfa or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitled indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

7. COMPREHENSIVE AUTOMOBILE LIABILITY

The insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

8. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall protect himself and his subcontractors by carrying statutory worker's compensation insurance.

GENERAL CONDITIONS

In submitting this proposal, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

BID TIME

It shall be the responsibility of each Bidder to ensure his/her proposal is turned in to the City of Marfa on or before **3:00 pm on Friday, May 31, 2024**. Proposals received after the time stated above will be considered ineligible and returned unopened. All attached proposal documents are to be returned completely filled out, totaled and signed. **Envelopes containing proposals must be sealed.**

WITHDRAWING BIDS/PROPOSALS/QUOTES

Proposals may be withdrawn at any time prior to the official opening. The bidder warrants and guarantees that his/her proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a proposal price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of proposals.

IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City of Marfa reserves the right to waive any irregularities and to make the award in the best interest of the City.

REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their proposal rejected, among other reasons, for any of the specific reasons listed below:

- A) Proposal received after the time set for receiving proposals as stated in the advertisement;
- B) Reason for believing collusion exists among the Bidders;
- C) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;

AWARD OF BID

The bid award will be made within fifteen (15) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder. The City of Marfa reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Information contained in submitted proposal documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with proposal. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the City Manager.

WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all policies, to waive all rights of subrogation against the City of Marfa, its council members, partners, officials, agents, and employees and against all other contractors and subcontractors.

DEBARMENT

By submitting a RFP, the proposer certifies that is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas

SALES TAX

The City of Marfa is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Marfa must file a completed conflict of interest questionnaire which is available online at www.ethics.state.tx.us. It can be downloaded here <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

TERMINATION/NON PERFORMANCE

The contract may be canceled by either party upon thirty (30) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement and work would be awarded to the next qualifying proposer.

INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of Marfa and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

Marfa Activity Center Renovations

Bathroom Remodel

Flooring removed and replaced with small tile \$ _____

Flooring removed and replaced with epoxy \$ _____

Replace all bathroom fixtures \$ _____

Walls repainted and repaired \$ _____

Showers updated/replaced \$ _____

New bathroom stalls \$ _____

Replace toilets/urinals as needed \$ _____

Total with tile flooring \$ _____

Total with epoxy flooring \$ _____

Main Room

Sheetrock put up along walls \$ _____

Replace insulation \$ _____

Main room repainted \$ _____

Permanent stage built \$ _____

Total \$ _____

REQUIRED SUPPLEMENTAL INFORMATION

1. Conflict of Interest Questionnaire
2. Discrimination Notice
3. References
4. Acknowledgment of Insurance

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

OFFICEUSEONLY

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

**IT IS THE INTENT OF THE CITY OF MARFA TO HIRE
A CONTRACT FOR RENOVATIONS TO THE MARFA ACTIVITY CENTER**

The undersigned, in submitting this RFP, represents that he/she is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items bid on at the unit prices quoted therein after notice of RFP award.

COMPANY NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

THIS PAGE MUST BE COMPLETED OR THE RFP MAY BE REJECTED

VENDOR REFERENCES

a. Name of Company: _____

Address of Company: _____

Contact Person: _____

E-mail: _____

Telephone Number: (____) _____

b. Name of Company: _____

Address of Company: _____

Contact Person: _____

E-mail: _____

Telephone Number: (____) _____

c. Name of Company: _____

Address of Company: _____

Contact Person: _____

E-mail: _____

Telephone Number: (____) _____

CITY OF MARFA
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I acknowledge that by submitting a proposal for this project, I am aware of the insurance requirements outlined in these specifications. If I am awarded the RFP, I will comply with all insurance requirements within ten (10) working days of the RFP award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies.

Signature

Printed Name

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

Telephone Number (_____) _____

Date: _____