# **Request for Proposals**

**Construction Services** 

City of Santa Fe Economic Development Corporation

Publication Date: Thursday, May 05, 2024

Proposal Due: Monday, May 20, 2024, at 2:00 p.m.

Bid Selection to Take Place on May 28, 2024, at 7:00 p.m. at

12002 Hwy 6, Santa Fe, Texas 77510

# **Project Description**

## **OVERVIEW**

The City of Santa Fe Economic Development Corporation is seeking a well-qualified contractor to build three offices within the Santa Fe Chambers. Each contractor shall perform a site visit to evaluate the entire project and provide an accurate estimate.

## **SCOPE OF WORK**

The City of Santa Fe Economic Development Corporation is requesting proposals from qualified firms to build three offices within the Santa Fe Chambers. The selected contractor shall provide comprehensive build-out services for the construction of three offices within the Santa Fe Chambers, ensuring adherence to all relevant building codes and regulations. The scope of services includes, but is not limited to:

- Construction and Build-Out: Construct three offices within the designated area of the Santa Fe Chambers, including installing walls, doors, and windows as specified. Ensure all construction activities are carried out efficiently and with minimal disruption to ongoing operations.
- Door Installation: Install three doors for each office, including one equipped with keyless access technology for enhanced security and convenience. This task will require tearing down walls.
- Infrastructure Installation: Implement necessary infrastructure for data drops, electrical outlets, and other utilities required to support office operations effectively. Ensure proper placement and functionality of all installed components.
- Ceiling and Speaker/Intercom Relocation: Relocate existing ceiling fixtures and speaker/intercom systems to accommodate the new office layout. Ensure seamless integration and functionality of relocated systems.
- Window Installation: Install a window in one of the offices to provide visibility into the council chambers, enhancing communication and collaboration between office occupants and council members.
- AC Duct and Vent Redirection: Redirect the AC duct and vent into one of the proposed offices to ensure optimal airflow and climate control within the workspace. Coordinate with HVAC specialists to execute this task efficiently and comply with safety regulations.

The contractor shall demonstrate expertise in commercial construction and renovation projects and have a proven track record of delivering high-quality results within specified timelines and budget constraints. Additionally, the contractor shall coordinate closely with relevant stakeholders to ensure alignment with project goals and objectives.

The following specifications allow prospective contractors to submit their proposals on material and services that the proposer feels best meets or exceeds the City of Santa Fe Economic Development Corporation's requirements. The contractor shall furnish all labor, supplies, materials, and equipment necessary for the complete construction services specified under the contract specifications. All services performed must comply with the Code of Ordinances of the City of Santa Fe, Chapter 3, Construction Regulations.

# **FACILITY ASSESSMENT**

Contractors are required to visit the facility before bid submission to make an assessment before submitting their bid. Please get in touch with Jesica Portie, Economic Development Coordinator, via email at jportie@santafetx.gov or by telephone at 409-925-6412 to request an appointment to tour the facility, which is the Santa Fe City Hall, located at 12002 State Hwy 6, Santa Fe, Texas.

# **QUALIFICATION OF CONTRACTOR**

Proposals will be considered from responsible firms or individuals now or recently engaged in the performance of commercial construction. The successful proposer must be bonded, have considerable experience in the construction field, and be accessible by telephone or cell phone at any time of the day during the project to resolve issues should they arise. The proposer shall furnish a statement of financial resources supporting the ability to complete the work proposed and maintain a staff of regular employees adequate to ensure satisfactory performance of work and demonstrating that the equipment for the work contemplated is sufficient, acceptable, and suitable.

# **QUALIFICATION OF EMPLOYEES**

The contractor shall furnish a complete list of all employees, including name, address, and state-issued identification number assigned to perform the contracted work, and shall notify the City of Santa Fe Economic Development Corporation immediately in writing of all changes in personnel assigned to this contract. Only employees aged 18 years or older who are legally allowed to work in the United States will be allowed to perform work that is the subject of this proposal. The City of Santa Fe Police Department will perform background security checks on all employees assigned to work at city facilities. The City of Santa Fe Economic Development Corporation may require dismissal from work any employee whom the City deems incompetent, careless, a security risk, or otherwise objectionable to the public interest. The contractor's employees may be required to carry proper visible identification while performing contract work.

#### **SUBCONTRACTING**

The City of Santa Fe Economic Development Corporation intends to award this contract to a firm or individual who can perform all aspects of it utilizing immediate staff; therefore, no portion of this contract may be subcontracted.

#### **SUPERVISION**

The contractor shall arrange for on-site supervision of the contract employees. The contractor's supervisor(s) shall be fully licensed and adequately trained and have experience in construction supervision, sufficient in scope to meet the approval of the City of Santa Fe Economic Development Corporation and shall be able to communicate clearly in the English language. The supervisor(s) shall be available at all times the contract work is in progress to ensure the terms of the contract are met, and safety measures are not avoided, to receive any special instructions from designated City of Santa Fe Economic Development Corporation staff, or to address concerns of the City. The contractor's employees shall not be accompanied in their work area by acquaintances, family members, or any other person unless said person is an authorized employee of the contracted firm.

## PROTECTION AND DAMAGE

The contractor shall be responsible for protecting the City's existing equipment and facilities and shall, at his own expense, repair or restore any damages caused by the actions or negligence of his employees. Any such maintenance shall be completed within 48 hours or such additional reasonable period to which the City of Santa Fe Economic Development Corporation and Contractor agree. Should the contractor fail or refuse to make such repairs or restorations, the City may have the work accomplished under a separate contract and deduct the cost from this contract.

## INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this agreement, the Contractor is always acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. The contractor is not an agent or employee of the City for any purpose. The contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans normally provided to City employees, including vacation and sick leave, retirement plans, disability, and worker's compensation. The City assumes no liability to any third party for any actions, inactions, or deeds taken in the performance of services by the Contractor, its agents, employees, or representatives. The Contractor is solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

#### INDEMNIFICATION

The Contractor shall agree to assume all risks and responsibility for and agrees to indemnify, defend, and save harmless the City of Santa Fe, it's elected and appointed officials, employees, and its agents, from and against all employees, agents, or third party demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person who shall arise from contractor's operations under the contract, its use of City facilities or any other breach on the part of the contractor, its employees, agents, or persons in or about the City's facilities with the expressed or implied consent of the City, but only to the extent that some are caused by the negligence, misconduct, or other fault or omission of Contractor, its agents or employees.

# INSURANCE REQUIREMENTS

# Liability and Property:

The successful proposer agrees to keep in full force and effect a policy of third-party liability and property damage insurance issued by a casualty company authorized to do business in the State of

Texas and in the standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provision ensuring the public from any loss or damage that may arise to any person or property by reason of services rendered by the successful proposer in limits of not less than the following sums:

- For damages arising out of bodily injury to or death of one person in any one accident, One hundred thousand dollars (\$100,000.00)
- For damages arising out of bodily injury to or death of two or more persons in any one accident, Three hundred thousand dollars (\$300,000.00)
- For any injury to or destruction of property in any one accident, One hundred thousand dollars (\$100,000.00)

All policies and certificates of insurance shall include the City of Santa Fe Economic Development Corporation as additional named insured for work performed under the Contract.

# Workers' Compensation:

The successful proposer shall carry in full force and effect Workers' Compensation Insurance Policy(ies) for all employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

# Proof of Insurance:

Proof of Insurance, as detailed above, shall be provided to the City of Santa Fe Economic Development Corporation prior to execution of the Contract and shall remain in full force and effect during the entire term of the Contract, including the original term and any contract extension terms. Should the insurance coverage change or lapse prior to or during the term of the Contract, the Contractor shall notify the City of Santa Fe Economic Development Corporation in writing within two (2) business days of such event.

#### **TIMEFRAME**

Project execution shall commence and be completed within 30 days of initiation given by the City of Santa Fe Economic Development Corporation.

## **PAYMENT TERMS**

The contractor will be responsible for submitting an invoice to the City of Santa Fe Economic Development Corporation upon completion. Services rendered will require inspection and approval of work by the Building Official or his designee prior to issuance of payment. Payments will be made by check and mailed to the address provided by the selected contractor.

# PROPOSAL REQUIREMENTS

# **Submission Requirements**

All responses to the RFP shall include the following information:

- 1. Cover Letter- A letter of interest and a summary of qualifications, recommended approaches, scope of work, and processes for the noted project.
- 2. **Scope of Work** Provide a detailed scope of work based on the work plan provided above broken down by task, product installation any proposed changes or improvements deemed necessary for installation.

- **3. Proposed Product Information-** Provide detailed information regarding the proposed product, including but not limited to make, model, availability, projected longevity, accessibility to replacement components, manufacturer warranties, and brand reliability.
- 4. **Proposed Schedule-** Provide a proposed schedule that includes the acquisition of the product, installation, and estimated completion of work tasks after contract approval.
- 5. **Project Budget** Provide a detailed budget broken down by task, include your overhead and hourly rates for the individuals' performing services, overtime rates if applicable, product costs, itemized costs associated with proposed changes or improvements deemed necessary for installation as noted in proposed scope of work.
- **6. Proposed Maintenance Contract-** If applicable, provide a line item separate from the projected budget detailing all services included with a maintenance contract, annual associated cost, term of contract, any discount offered for a bid and maintenance contract award.
- **7.** License and Insurance- Copies of all required trade associated licenses and valid proof of commercial liability insurance.
- **8. Trade Drawings-** Provide engineer-certified trade drawings for all trades included in the scope of work.
- 9. **References** At least three (3) professional references for whom a similar project has been completed within the last ten (10) years.

All information submitted becomes the property of the City of Santa Fe, Texas upon submission. The City of Santa Fe Economic Development Corporation reserves the right to issue supplemental information or guidelines relating to the RFP as well as make modifications to the RFP or withdraw the RFP. Once submitted, the details of the bid may not be changed without written notice and consent of the City of Santa Fe Economic Development Corporation. The cost of preparing, submitting, and presenting a proposal is the sole expense of the contractor.

The City of Santa Fe Economic Development Corporation reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities, or to cancel the RFP in part or in its entirety if it is in the best interest of the city of Santa Fe. This solicitation of proposals in no way obligates the City of Santa Fe Economic Development Corporation to award a contract.

Respondents shall submit one (1) sealed, printed copy, one (1) digital copy of the same on a CD or USB drive, and one (1) electronic copy via email of the proposal by Wednesday, May 20, 2024, at 2:00 p.m. to:

# Via Email

COSFT-RFP2024-0501 Natalie N. Arnett, City Secretary narnett@santafetx.gov 409-925-6412

## Via U.S. Mail

Honorable Mayor and Council of the City of Santa Fe COSFT-RFP2024-0501 Natalie N. Arnett, City Secretary P.O. Box 950, Santa Fe, TX 77510 409-925-6412

# Via Hand Delivery or Courier Service

Honorable Mayor and Council of the City of Santa Fe COSFT-RFP2024-0501 Natalie N. Arnett, City Secretary 12002 Highway 6, Santa Fe, TX 77510 409-925-6412

Bids received after the due date and time will not be considered by the City of Santa Fe Economic Development Corporation.

Any questions about this project or the RFP shall be addressed in writing via U.S. mail or email to Jesica Portie, Economic Development Coordinator, at <a href="mailto:jportie@santafetx.gov">jportie@santafetx.gov</a>. We will respond to all questions in writing within two business days. Both the question and response will be shared with the Economic Development Corporation board upon the presentation of bids for selection.

# FINAL CONTRACTOR SELECTION

Proposals will be reviewed by the City of Santa Fe City Economic Development Corporation board members on May 28, 2024, at the regularly scheduled Economic Development Corporation meeting located at 12002 Hwy 6, Santa Fe, Texas, to start at 7:00 p.m. Any expenses resulting from the submission of a bid proposal, selection deliberations, contract negotiation, and all other associated costs shall be the responsibility of the contractor. *Due to the complexity of the project, all applicants are encouraged to be present at the above-mentioned City Council meeting to answer questions. Staff will not answer bid-related questions from the City Council on behalf of any applicant who is not present.*