

*Matagorda County, Texas
Request for Proposals*



*Construction Management Services for Fairgrounds Seating and Sound System
Matagorda County
RFP 24-004*

SUBMIT RFPs TO:

Matagorda County
Auditor's Department
County Office Building
2200 7th Street, Room 208
Bay City, TX 7741

Note: All correspondence must include the term "Auditor's Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Wednesday, September 25, 2024
2:00 PM (Central)

MARK ENVELOPE:

RFP 24-004
Fairgrounds Seating and Sound System

ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE AUDITOR'S OFFICE OF MATAGORDA COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

RFPs RECEIVED WILL BE OPENED AND READ ALOUD SEPTEMBER 25, 2024 AT 2:00 PM.

RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after Commissioners Court award.

Requests for information must be in writing and directed to:
Kristen Kubecka
County Auditor
kkubecka@co.matagorda.tx.us

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Matagorda County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.
- A walkthrough of the building is **REQUIRED** please contact Frank Novak to schedule (979) 479-6978

COUNTY AUDITOR
Matagorda County, Texas
Vendor Information

Kristen Kubecka
 County Auditor

Office (979) 241-0120

Legal Company Name <small>(top line of W9)</small>		
Business Name <small>(if different from legal name)</small>		
Federal ID # or S.S. #		
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise Certification # _____ SBE-Small Business Enterprise Certification # _____ HUB –Texas Historically Underutilized Business Certification # _____ WBE-Women’s Business Enterprise Certification # _____	
Company’s gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name		
Title		
Date		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.

1.0 OBJECTIVE:

Matagorda County (MATCO) is requesting Request for Proposal (RFP) from construction management firms with demonstrated experience and success in the field of construction management and project administration in support of the County's Fairgrounds Seating and Sound System project.

2.0 GENERAL:

- 2.1 The selected party will be requested to submit a proposal for a construction management contract.
- 2.2 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 2.3 Submittals and any other Respondent information in response to this RFP shall become the property of Matagorda County.
- 2.4 Matagorda County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk.
- 2.5 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.
- 2.6 Matagorda County makes no guarantee that an award will be made as a result of this RFP. Matagorda County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFP or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Matagorda County will not be bound to act by any previous communication or submittal by the firms other than those responding to this RFP.

3.0 INDEMNIFICATION:

Respondent shall indemnify and hold harmless MATCO against all liability for damages arising from activities of Respondent, its agents, servants or employees, performed under this agreement to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Respondent, its agents, servants, employees, consultants under contract, or another entity over which the Respondent exercises control. Respondent agrees to reimburse MATCO for reasonable attorney's fees in proportion to Respondent's liability.

- 3.1 Respondent shall timely report all such matters to MATCO and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide MATCO with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of MATCO required by Respondent in the defense of each matter.
- 3.2 Respondent's duty to defend, indemnify and hold Matagorda County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Matagorda County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 3.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 3.4 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 3.5 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify MATCO and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to MATCO.
- 3.6 Loss Deduction Clause - MATCO shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

4.0 ADDITIONAL INFORMATION:

- 4.1 The County is seeking the construction services necessary to carry out construction management and project administration in completing demolishing existing seating platforms and sound system and installing replacements relative to the Matagorda County Fairground Seating and Sound System project.
- 4.2 As Matagorda County implements the project and related tasks described herein, firm may be required to assist and/or consult with other firms retained under this contract or other procurement processes and/or Matagorda County may need to seek additional one-time objective opinions for various services or documents provided under this agreement. When applicable or requested, firm may be asked to assist Matagorda County in obtaining subcontractors. Firm shall also facilitate progression and provide technical assistance, analysis, and evaluation of all unforeseen construction circumstances.

5.0 SCOPE OF WORK:

- 5.1 Firm will be required to oversee and manage construction administration activities.
- 5.2 Firm will be expected to have appropriately skilled and experienced staff on the construction site at all times that construction activities are in progress. Expectations are that the firm will represent the county and its interest and notify County of any compliance, security, fraud, schedule or other concern that could affect completion of the project.
- 5.3 Demolition and Disposal of Salvage Materials
 - Demolish approximately 4,850 existing seats
 - Demolish existing seating platform, as applicable
 - Every attempt to salvage existing platforms should be made
 - Demolish existing sound system
- 5.4 Replacement and Repairs
 - Install approximately 4,850 chair type stadium seats
 - Install associated seating platforms, as applicable
 - Every attempt to salvage existing platforms should be made
 - Install new sound system
- 5.5 Work Anticipated Selection Schedule: It is anticipated that the selection of qualified firm(s) from the process on September 25, 2024 will be notified by October 7, 2024. Contract negotiations will begin immediately following evaluation process. The selection committee will make their recommendation to all entities at the next regularly scheduled meeting of the County of Matagorda, based upon the criteria for qualifications and the firm that provides the best value to the Owner and said Project.

Anticipated Project Schedule: It is anticipated that pre-construction services and construction services will begin in October 2024. Substantial Completion would be achieved by December 31, 2024.

6.0 PAYMENT TERMS:

6.1 Payment for approved fee will be negotiated. Deposit and Retainer should be calculated utilizing total project cost. Draws 1, 2, and 3 should be equal in value. Final walk through by Matagorda County is required before final retainer is approved. Matagorda County is exempt from taxes. Do not include taxes in your proposals.

Payment for services should be proposed and outlined as follows:

Draw Number	Task Complete	Payment Amount
30% Materials Deposit	Contract Signed	\$
1	Demolition Completed	\$
2	50% Seating, Sound System Removal & Replacement Completed	\$
3	100% Seating Removal, Sound System & Replacement Completed	\$
5% Retainer	Job and Final Walk Through	\$

7.0 FORMAT OF RESPONSE, QUALIFICATIONS, AND EVALUATION FACTORS:

7.1 To facilitate evaluation of submittals, please provide one (1) original and (4) copies.

7.2 Respondents will be evaluated utilizing the factors, as weighted below:

Factor	Weight
Understanding Scope of Work	35%
Experience with Similar Projects	35%
Financial Stability	20%
Overall Completeness of Proposal	10%

8.0 TEXAS ETHICS COMMISSION FORM 1295:

8.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, RFP or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website.

Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

8.2 On-line instructions:

- Name of governmental entity is to read Matagorda County.
- Identification number use: RFP 24-004
- Description is: Construction Management Services – Fairgrounds Seating and Sound System

8.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

9.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

9.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

9.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

10.0 WALK THROUGH:

Walk through will be held at the Matagorda County Fairgrounds upon request only.

11.0 QUESTIONS:

Questions regarding this Request for Proposal Package should be directed in writing to Kristen Kubecka, County Auditor at Kkubecka@co.matagorda.tx.us. Please list RFP 24-004 in the email subject line. Questions will be accepted until 5:00 PM, Monday, September 23, 2024.

12.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete a W9 and 1295 Certificate of Interested Parties.