



Texas City Economic Development Corporation

RFP 2024 – 450

Texas City Economic Development Corporation
“Mural Project”

OVERVIEW

The Texas City Economic Development Corporation (TCEDC) is seeking Request for Proposals from experienced artists to create murals in the City of Texas City, and hereby requests written proposals to design and install murals of various sizes on a range of surfaces.

The goals for the mural program include the installation of murals on exterior walls of at least one EDC-owned facility, interior walls of at least one EDC-owned facility and at least two traffic signal control cabinets within the City of Texas City.

The TCEDC does not intend to exclude any artist from participating in the RFP process; however, the TCEDC reserves the right to accept the proposal that is most advantageous to the Corporation.

PROJECT DESCRIPTION AND OBJECTIVES

The Texas City Economic Development Corporation has authorized a mural program to be conducted during fiscal year 2024. The program will ideally include the installation of murals on EDC-owned facilities both in the downtown 6th Street area and throughout Texas City. The selected artist(s) will be responsible for working with the TCEDC and City staff to develop mural designs which reflect the character, history, and values of Texas City and to subsequently install the murals in designated locations.

The artist(s) shall retain intellectual property rights to the artwork commissioned. The TCEDC shall have the unconditional right to retain the design materials (drawings, illustrations, etc.) for educational purposes. Full credit will be given to the artist(s) if the design is disseminated by print or digital means.

It is anticipated that all murals will be completed on or before July 1 2024.



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DELIVERY REQUIREMENTS AND DEADLINE

SEALED responses to this RFP shall be submitted as addressed below and clearly identify the ARTIST making the submission. The package must be marked as **RFP # 2024 – 450 TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION “MURAL PROJECT”**. One original and four copies of the proposal must be submitted by each firm along with a digital electronic format.

The Artist is liable for any of the costs incurred in preparing and submitting a proposal. Questions regarding this RFP should be submitted by 2:00 p.m. on Thursday, February 29, 2024, by 3:00 PM to Kristin Edwards, Director of Economic Development at kedwards@texascitytx.gov

Any questions received that affect the RFP process will be addressed on the Texas City Economic Development Corporations website at <https://www.texascityedc.com/>

Any questions related to this RFP shall be addressed to the individual identified above. Contact with any other City employee or official is prohibited without prior written consent of the Director of Economic Development. All SEALED proposals must be received by the City of Texas City Purchasing Department by 4:00 p.m. on Thursday, March 7, 2024. Responses received after this date/time will not be considered. The postmarked date will not constitute timely delivery. Mail or deliver proposals to: The City of Texas City Purchasing Department, 1801 9th Avenue North, Texas City, Texas 77590.

Mail or deliver proposals to:
City of Texas City Purchasing Department
Attention: Kelly Bender
1801 9th Avenue North
Texas City, Texas 77590



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SCOPE OF WORK

The work associated with the mural program will include but not be limited to the following:

1. Meet with City Staff to review available spaces for public art.
2. Develop designs in accordance with the City's character, history, and values.
3. Submitting proposed designs and revisions as directed by TCEDC Staff.
4. The painting/installation of mural(s) on designated surfaces within a time period not to exceed three (3) months from notice to proceed.

PROJECT EXPECTATIONS

1. The selected artist(s) will be required to meet with City staff, review potential locations for mural installation, and present proposed designs.
2. Proposed artwork must be original.
3. The selected artist(s) will work with staff to make any necessary revisions to ensure that finalized designs positively represent the City of Texas City. The artist(s) must be able to receive and process additional requests and correspondence via email.
4. Upon design approval by the TCEDC, the selected artist(s) will have a period of three (3) months to complete installation. Before beginning work, the artist(s) MUST coordinate with City staff to plan any required street, building, closures, etc.
5. Artist(s) must provide key project dates including start date(s), milestone goals and end date(s). Staff will notify other departments of the City (Police, Planning, etc.) of dates and times of work.
6. The TCEDC reserves the right to withhold payment on all unauthorized, unapproved, or incomplete work.
7. The selected artist(s) is prohibited from self-initiating any additional services for the TCEDC absent authorization from the Director of Economic Development.

JOB REQUIREMENTS

1. Must be qualified artists and be prepared to complete assigned mural(s) design in a timely manner, i.e., the assigned design period.
2. Be available for staff review meetings and a possible presentation to the Economic Development Corporation.
3. Have sufficient equipment, personnel and skills needed for professional application/installation of mural(s).
4. Be capable of transporting own tools/equipment to mural location(s).
5. Create a safe installation area with caution tape/barricades, notices etc.



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6. Be accountable and available to City staff/TCEDC throughout installation process.

CONTRACT INFORMATION AND SPECIAL CONDITIONS

Right to Cancel or Change Process - The TCEDC reserves the right to cancel or change the process and waive any formalities regarding award of the RFP so that the best interest of all involved parties is served. If the process is changed or modified, the TCEDC shall issue a notice indicating the changes and new instructions. The selected artist(s) will be encouraged to communicate with the Director of Economic Development on ways to improve the process.

A. Termination:

The TCEDC may, by written notice, and at any time, terminate the contract if, in the sole judgment of the TCEDC, the contractor has continuously failed to comply with the terms of the contract. In the event of such termination, the contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the contractor for work performed after such notice is delivered.

The artist(s) acknowledges that a contract is contingent upon sufficient budget allotments, and is subject, by written notice to Contractor, to restriction or cancellation if budget adjustments are deemed necessary by the TCEDC. In the event the contract is terminated due to such budget restructuring, The selected artists(s) shall be entitled to payment for work performed through the date notice is delivered.

B. Non-exclusive:

This work is non-exclusive. The TCEDC reserves the right to use other artists and/or its own employees as necessary to perform work similar to that being performed under the terms of the agreement. Performance of work by TCEDC employees or other artists(s) shall be construed as being consistent with the terms of the mural program and shall not be cause for the artist(s) to cease performance of work as directed.

C. Transfer or Assignment of Contract:

It is understood and agreed that the selected artists(s) shall not assign, sublet, sell, or transfer any of the rights and duties under the terms of the agreement without written consent from the TCEDC.



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D. Term of Contract:

The term of the contract shall run for three months (90 calendar days).

E. Fee:

A fee for service will be negotiated between TCEDC and selected artist(s). If a change in fee is desired upon initiation of the project, the request for an increase must be submitted no later than thirty days prior to the end of the contract period. Any change in fee must be justified i.e., labor, fuel cost, etc.

F. Bidder Qualifications and Proposals:

Artists interested in submitting proposals must have completed at least two (2) murals and/or similar paintings previously and include pictures of said work in the proposal.

It is desired that interested artists submitting proposals have previous experience in working with an Economic Development Corporation, a municipality, or a county government.

All prospective proposers/artists, by submitting a proposal guarantees they are qualified to complete the Scope of Work contemplated and will provide proof of their ability to successfully complete the mural project on time and within agreed upon budget.

All prices are to be based on creating large (exterior wall 20' x 40' minimum), medium (interior wall 8' x 16" minimum) and small (traffic signal control cabinet 54" high, 44" wide x 27" deep) murals, including all required materials, set-up, and clean-up.



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All proposals should be submitted with documents in the following order:

A cover letter introducing the artist and his or her desire to draw, paint or stencil a mural for the TCEDC Mural Program.

All submissions must include the company or individual name submitting the proposal including company name and address, as well as the name and contact information of the individual authorized to represent the artist on matters relating to the RFP. The letter must be signed by an individual authorized to bind the consultant to all terms, conditions, and commitments made in the proposal.

A table of contents defining sections with page numbering. General information about the firm or artist. Include the size of the organization, location of the offices, and years in business, name of owners/principal parties, and information regarding any relevant associations of which the artist and staff are members.

Names and qualifications of staff proposed for the assignment, their position in the firm, and types and length of experience.

A narrative of previous murals completed. Preference should be given to working with economic development corporations, municipal governments, and county governments.

Copies of pictures of actual murals completed and any proposed drawings.

A description of the standard method of compensation, including charges for reimbursable expenses and personnel hourly billing rates. Include a firm fixed price to fully respond to the requirements and deliverables outlined in this RFP as outlined below:

Total cost: _____; Exterior Wall 20' x 40' minimum

Total Cost: _____: Interior Wall 8' x 16' minimum

Total Cost: _____: Traffic Sign control Cabinet



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At least three references, including contact names and telephone numbers of clients for which prior similar services have been provided. Emphasis should be placed on Texas clients, economic development clients, municipal or county clients.

Details as to what the consultant expects and requires of the TCEDC to effectively perform the services and complete the mural project as proposed.

G. INSURANCE

During the term of the Agreement, the Artist/Contractor shall procure and maintain the following insurance coverage:

- a. Adequate Workers' Compensation insurance covering Contractor employees as required by the State of Texas.
- b. General liability insurance coverage with a minimum amount of one hundred thousand dollars (\$100,000) per occurrence. TCEDC and City of Texas City must be named as additional insured.
- c. Comprehensive Vehicle Liability Insurance.

H. EVALUATION CRITERIA

Interviews will be scheduled with the top 2 to 5 artists based on responsive submittals. The evaluation committee will recommend preferred artists to the TCEDC Board of Directors who will approve the selection prior to executing any agreement or contract for service.

The evaluation criteria shall be weighted as follows:

METHODOLOGY & APPROACH (30%)

The artist's methodology in meeting the scope of work requirements including overall approach. Demonstrated understanding of the mural project and proposed artwork submitted by the artist.

FIRM EXPERIENCE (30%)

The artist's experience in the same manner or similar areas of expertise, thoroughness, and its adaptability to provide the required services. The artist's past performance on similar projects of scope and size, especially work with EDC's, municipal or county governments.



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QUALIFICATIONS (30%)

Demonstration of qualifications of the artist project manager, key project staff, and sub-consultants expected to provide services on behalf of the firm. Performance of past projects and city work should be noted.

PRICE (10%)

Value and depth of service provided is commensurate with price.

I. IMPORTANT PLANNING DATES AND TIMES

All services shall be performed in accordance with all applicable State and City regulations and ordinances. The recommended timeline for completion of the Mural Project is approximately three (3) months (April 1, 2024 – July 1, 2024). The scope of services includes the milestones shown below. These dates are for reference purposes and may change slightly to accommodate public meeting schedules:

RFP published and distributed – February 13, 2024

Pre-Proposal Meeting – February 29, 2024, 3:00 PM, Central Standard Time

Proposals Due – March 7, 2024, 3:00 PM, Central Standard Time

TCEDC Board of Directors' consideration – March 20, 2024

Notice to Proceed – April 1, 2024

Bi-Weekly Progress Meetings – To Be Determined

Substantial Completion – July 1, 2024



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

OFFICE USE ONLY

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY