

**Fire Mountain Arts Council  
REQUEST FOR PROPOSAL  
INVITATION TO BID**

**FOR**

**Construction of Roxy Theater  
Backstage/Multi-purpose Addition**

**RELATED TO AMERICAN RESCUE PLAN  
ACT (ARPA) FUNDS**

**RFP TRACKING NUMBER: 1**

**Issued by:**

Fire Mountain Arts Council  
P.O. Box 781  
Morton, WA 98356

Contacts/representatives of Fire Mountain Arts Council (FMAC):

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Construction documents available at: <https://firemac.org/construction/>

Issue Date: November 28, 2022

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### Section 1. RFP Timeline

The Request for Proposal timeline is as follows:

	Date
Request for Proposal Issuance:	Monday, November 28, 2022
Question Submissions Due Date	Monday, December 19, 2022
Question Response Due Date	Thursday, January 12, 2023
Request for Proposal Due Date	Thursday, January 19, 2023 at 6:30 pm
Public Bid Opening – Roxy Theater 233 W. Main, Morton, WA	Thursday, January 19, 2023 at 7:00 pm
Review Team’s Selection of Top Proposer(s)	Tuesday, January 31, 2023
Discussion Period with Top Proposer(s) resulting in Award Decision	February 1-7, 2023
Contract Negotiations/Preparation Period resulting in Contract Award	February 8-14, 2023
Work Commencement Anticipated Date	April 3, 2023, or sooner, weather dependent
Projection Completion	December 31, 2023 or sooner

### Section 2. Introduction and Project Description

#### **Background**

On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

On October 4, 2022, the Lewis County Board of County Commissioners allocated \$212,594 in Federal ARPA funding to Fire Mountain Arts Council (FMAC) for the purpose of assisting with the construction of the new backstage, multi-purpose, ADA-accessible addition to the Roxy Theater in Morton, Washington. This construction project is part of the Roxy Theater Renovation, Phase 2, with Energy Upgrades, which is supported by funding from TransAlta Coal Transition Weatherization Board, M.J. Murdock Charitable Trust, Ben B. Cheney Foundation, USDA Rural Development, Lewis County PUD, generous donations from many local businesses and individuals, as well as the ARPA funding through Lewis County. Please note that none of these funding sources require this to be a prevailing wage project.

## **Overview**

In response to this Request for Proposal/Invitation to Bid, Fire Mountain Arts Council (FMAC) is accepting proposals—separate sealed bids—from qualified general contractors for **Construction of Roxy Theater Backstage/Multi-purpose Addition**, RFP Tracking Number: 1

The objective of this Request for Proposal/Invitation to Bid is to contract with a qualified general contractor (the “service provider”) who will provide the best overall value to FMAC. While price is a significant factor, other criteria will also form the basis of our award decision, as more fully described in Section 7. Proposal Evaluation and Contractor Selection below.

The proposal submitted is to be a bid for all phases of Construction of Roxy Theater Backstage/Multi-purpose Addition (“the project”) and based on a fixed price estimate or time-and-materials estimate not to exceed a specified price. A contract will be developed based on the approved bid.

**Purpose of Project:** Construction of the ADA-accessible backstage/multi-purpose addition to the Roxy Theater will address the urgent needs of shelter and accessibility. The existing Roxy facility has no backstage, no ADA-accessible dressing rooms nor greenroom nor rehearsal space, and no weather-tight entrances to the stage; participants must enter the stage from the out of doors. (Managing 50 children making exits and entrances in costume in the rain and mud is not just a nuisance; it is a crisis!)

Completing the Roxy Theater’s renovation will result in a fully functioning performing arts facility. These improvements will assure the long-term viability of the Roxy Theater and the capability of its programs to serve the community and its youth well into the future, as well as help drive the economic well-being of eastern Lewis County—enriching our community life through the arts.

**Description of Project:** This project entails construction of the ADA-accessible, backstage/multi-purpose addition to the Roxy Theater—a 2-story, 2802 sq. ft. addition with two adjacent sections.

The project includes but is not limited to the following attributes:

- Wood stud-wall construction with engineered roof trusses.
- 1/12 roof pitch.

- Two doorways from existing stage to the addition and one doorway from existing restroom hallway to the addition with new doors.
- Single-level section: 964 sq. ft., 14.5' wide, extending 67' as one room from existing restroom hallway to south edge of the new addition to be used as a greenroom and for set construction and temporary offstage storage of set pieces and props.
- Two-story section, 1838 sq.ft., 33.5' x 27', abutting south wall of the existing auditorium and containing three spaces: first floor with 9' ceilings includes backstage hallway/storage for flats and an office/dressing room with stairway; second floor is just storage.
- Limited plumbing—one sink.
- Metal siding.
- Roof on 2-story section covered with reflective, 60-mil, vinyl TPO membrane.
- Roof on single level covered with double torch-down with white surface.
- Solid concrete foundation and concrete slab floor covered with sheet vinyl.
- Fire suppression system integrated with that of the existing Roxy structure.
- Designed HVAC includes: 4-18,000 BTU/H ductless heat pumps with wall-mounted exterior units; 2 dedicated outdoor air supply (DOAS) systems.

See plans and specifications for detail, available at <https://firemac.org/construction/> or by request via email or hard copy.

FMAC plans to request a donation of needed dimension lumber.

Construction techniques, materials, and equipment should be chosen for greatest feasible energy efficiency and least feasible environmental impact.

NOTE: Any brands or models of equipment or materials specified in the attached plans and specifications—such as HVAC equipment—may be substituted with comparable or better equipment that meet required codes.

Throughout this project there will be a need to maintain quality control and management of cost and expenses. The selected service provider will be expected to ensure that all applicable federal, state and local laws and regulations are followed, including all Bureau of Labor and Industries (BOLI), Department of Environmental Quality (DEQ), building codes, energy codes, and other local and state requirements.

The project will require the selected service provider to work closely with Fire Mountain Arts Council's representatives, other relevant partners, and the general public throughout the project.

### **Section 3. RFP/Bid Submittal Guidelines and Closing Date**

1. Bids are to be submitted by hard copy. Three (3) copies are required.

2. Bids must be either
  - mailed to Fire Mountain Arts Council, PO Box 781, Morton, WA. 98356 or
  - delivered by hand to one of the FMAC representatives listed on page 1 above at the Roxy Theater, 233 W Main Avenue, Morton, WA between 6:00 pm and 6:30 pm PST on January 19, 2023.
3. Deadline for bid submission: **on or before 6:30 pm Pacific Standard Time on Thursday, January 19, 2023.**
4. Late submissions will not be accepted.

#### **Section 4. Inquiries and Addenda**

Questions are to be received by “Question Submission Due Date” listed in Section 1. RFP Timeline above. Questions shall be mailed or emailed to the following:

April Doolittle, Kevin Downing, and Bruce Roberts

Fire Mountain Arts Council

PO. Box 781

Morton, WA 98356

[April.doolittle@gmail.com](mailto:April.doolittle@gmail.com), [brucetheroberts@hotmail.com](mailto:brucetheroberts@hotmail.com), [expl.geo54@gmail.com](mailto:expl.geo54@gmail.com)

This Invitation to Bid, construction plans, and questions and answers will be posted to the Fire Mountain Arts Council website at <https://firemac.org/construction/>. Addenda to this solicitation, if needed, will also be posted to this website.

FMAC, at its sole judgment, may require clarification of information submitted in any Proposal.

#### **Section 5. Mandatory Requirements**

The following submission guidelines and requirements apply to this Request for Proposal/Invitation to Bid:

1. Only qualified, licensed, insured, bonded general contractors should submit proposals in response to this Request for Proposal/Invitation to Bid.  
Attach: Verification of license and bond.
2. Proposers must demonstrate successful completion of projects that are substantially similar to this project.  
Provide: specific examples of similar projects.
3. Provide: References from at least three projects.
4. Include: A technical proposal that provides:
  - an overview of the proposed approach
  - a list of qualifications for all key personnel performing the work
  - a proposed schedule and milestones, identifying project phases and timeline.

5. Include: A description of method of approach and ability to complete the tasks listed under Section 6. Project Scope below.
6. Provide: A price proposal that lists the specific basis for costs (e.g. fixed price or time-and-materials not to exceed a maximum amount).
7. Sign: Proposals must be signed by a representative that is authorized to commit proposer's company.
8. Include: Any suggested changes to the proposed terms and conditions for this procurement. Any changes to the proposed terms and conditions will be made at the sole discretion of FMAC.
9. Attach: A copy of proposer's current certificate of insurance for professional liability.
10. Attach: A Statement of Conflicts of Interest (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s) must be attached. Note that FMAC may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
11. Service providers must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Also, service provider and its principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM).  
  
Attach: Verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the search results that includes the record date. This clearance information should be included in the service provider's proposal but must be provided (or will be reverified by FMAC) prior to final contract award.  
  
OR  
  
Attach: the completed "Debarment Certification Form" (form included with this RFP, page 11) certifying that the service provider has initiated registration for SAM.gov.
12. Proposals must remain valid for a period of at least 90 days.
13. Submissions must meet the Pass/Fail Criteria listed under Section 7.2 below.
14. Applicable Required Contract Provisions (see Contract Provisions below) will be included in all contracts executed as a result of this RFP.

## **Section 6. Project Scope**

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The scope of the project includes, but is not to be limited to, the following, per attached plans and specifications:

1. Site preparation
2. Construction of:
  - a. Foundation
  - b. Concrete floor
  - c. Framing and insulation
  - d. Siding, windows, and doors, including new doors for entrances into the existing structure
  - e. Roof: white TPO on 2-story roof; double layer torch-down with white surface on one story
  - f. Plumbing: one sink
  - g. Electrical per code requirements and including, but not limited to, lighting over make-up counter
  - h. Fire suppression system
  - i. HVAC system
  - j. Interior finish work, including, but not limited to, sink cabinet, make-up counter and under-stairway cupboards
3. Required inspections

**Section 7. Proposal Evaluation and Contractor Selection**

**7.1 Evaluation Process**

Complete proposals/bids submitted hard copy and on time will be reviewed against the Pass/Fail criteria (Section 7.2). Proposals/bids meeting those criteria will be forwarded to an evaluation committee for scoring against the Evaluation Criteria (listed in Section 7.3 below) and ranking. The outcome of the evaluations may, at Fire Mountain Arts Council’s sole discretion, result in (A) notice to a Proposer of selection for tentative contract negotiation and possible award; or (B) further steps to gather more information for further evaluation. The selection process may be canceled if FMAC determines it is in its best interest to do so.

**7.2 Pass/Fail Criteria**

- 7.2.1 Bid submission is on time.
- 7.2.2 Bid is complete and addresses all Bid Submittal Guidelines listed in Section 3, above and Mandatory Requirements listed in Section 5, above.

**7.3 Evaluation Criteria**

Evaluation factors and maximum points will be as follows:

<b>Criteria</b>	<b>Maximum Score</b>
1. Fee Schedule	40
2. Qualifications	15
3. Experience, Work Samples, References	15

4. Ability to work with owner (e.g. scheduling, materials choice)	10
5. Ability to discount overall price based on savings, including contractor overhead, for items such as:	10
a. Value of donated lumber	
b. Prompt payment	
c. Materials/equipment other than specified	
6. Timeline and Milestones	10
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Total Maximum Score	100

FMAC reserves the right to award to the proposer that presents the best value to FMAC as determined solely by FMAC in its absolute discretion.

**Section 8. General Information; Terms and Conditions**

1. FMAC reserves the right to accept or reject any or all responses received as a result of this request or to cancel this RFP in part or in its entirety.
2. FMAC may request additional information from responders.
3. FMAC reserves the right to reject any or all proposals and is not liable for any costs the contractor incurs while preparing or presenting the proposal.
4. FMAC may award a contract to the contractor whose proposal, in the opinion of FMAC, would be most advantageous to FMAC.
5. The selected contractor will be required to assume responsibility for all services outlined in the RFP, whether the contractor produces them.
6. The successful contractor must have Worker’s Compensation Insurance covering work in on FMAC premises.
7. Failure of the selected contractor to perform the scope of work identified, or to meet the performance standards established by the resulting Contract, may result in the following:
  - a. FMAC’s reduction or withholding of payment under the Contract,
  - b. FMAC’s right to require the Contractor to perform, at the Contractor’s expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting Contract; and
  - c. FMAC’s rights to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract or applicable law.



## Contract Provisions

### Terms Required for all Contracts Funded with American Rescue Plan Act (ARPA) Funds Subject to the Uniform Guidance

In the event of a conflict between these Terms and the terms of the main body of the Contract or any exhibit or appendix, the contract terms below shall govern.

1. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify the FMAC immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
2. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by FMAC in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
3. **Public Records.** The Contractor shall assist FMAC in fulfilling all obligations of FMAC under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event that the Contractor fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon FMAC for violation of the Public Records Act, Contractor shall indemnify FMAC for that penalty, as well as for all costs and attorney fees incurred by FMAC in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this contract.
4. **Record Retention.** The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment. If any litigation, claim or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.



**DEBARMENT CERTIFICATION FORM**

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); 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) Is 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 (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (e) The contractor is "Actively" registered or has submitted a request with SAM.Gov (Service for Award Management). The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Name of Firm or Individual: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title