

REQUEST FOR PROPOSALS

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the Proposal.

SEALED PROPOSAL • DO NOT OPEN

DEBRIS MONITORING SERVICES

BID/PROPOSAL NO. 2023-03-001

DUE DATE AND TIME: JUNE 7, 2023 @ 2:00 PM

For information Contact:

City Manager

281-489-0630 info@cityofmanvel.com

Company Name: _____

Contact Name: _____

Phone Number: _____

Proposals must be addressed to:

City of Manvel
Attn: City Manager
20031 Hwy 6
Manvel, TX 77578



REQUEST FOR PROPOSALS (RFP)
DEBRIS MONITORING SERVICE
#~~2023-03-002~~ 2023-03-001

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, June 7, 2023**. Applicant names of all proposals received will be read aloud on this date at the City of Manvel, City Hall 20031 Hwy 6, Manvel, TX 77578. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: RFP #2023-03-001 – DEBRIS MONITORING SERVICE

DELIVERY ADDRESS: Please submit one (1) marked original along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Manvel
20031 Hwy 6, Manvel, TX 77578
Monday – Thursday 7:30 am to 5:30 pm and Friday: 7:30 am to 11:30 am

Proposals sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries regarding this RFP must be made, in writing, to the City Manager at info@cityofmanvel.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered. The City of Manvel reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is May 31, 2023 at 5:00 p.m.



City of Manvel
RFP #2023-03-001
Debris Monitoring Service

1. Introduction:

The City of Manvel is soliciting proposals from interested and qualified firms for services for disaster management, recovery and consulting services to support the City with the oversight and management of their debris recovery contractors on an “as needed” basis for either declared or non-declared events. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP.

1.1 Clarification and Interpretation of RFP

1.1.1 The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra-cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

2. Background Information:

2.1 Location

- a. The City serves an area of approximately 26 square miles with a population of approximately 17,250 and is located in Brazoria County, 20 miles south of Houston, and approximately 48 miles from the Gulf Coast.
- b. The City is organized into seven (7) departments and provides a full range of municipal services to its citizens including fire Investigations and life safety, police protection, municipal court, water and sanitary sewer utilities, community services, development services, and administration. The City utilizes the services of a contractor in order to provide solid waste collection services and residential recycling.
- c. During a state of emergency, the Mayor assumes the leadership of the City. He/She is assisted by the Emergency Management Coordinator in addition to all City department directors.



2.2 Debris Management Services

The City is currently requesting proposals for debris removal. In the event of an emergency or disaster, the successful firm will be responsible for monitoring the awarded companies in their debris removal efforts. The successful firm will need to be able to ensure that the debris management provider adheres to protocols that will enhance the City's ability to meet all Federal Emergency Management Agency (FEMA) Public Assistance policies and regulations.

3. Scope of Work:

3.1 General

The City recognizes the vulnerability of its citizens to damage, injury, and loss of life and property resulting from disasters. Such disasters require 24/7 responses from the City's emergency responders, City employees, various elected officials, and appointed officials. Removing debris in a timely and efficient manner is crucial to the disaster recovery effort for not only the citizens but the city employees and Emergency Responders.

The Debris Monitoring contract will encompass the entire City of Manvel. The City's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a hurricane, tornado, flooding event, or other natural, technological, or human-caused disaster that encompasses the procedures for disposing of that material.

3.2 Scope

3.2.1 Debris monitoring documentation is critical to verify that debris operations meet all FEMA Public Assistance policies and guidelines, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final location is recorded and in compliance with all regulatory requirements. Proposers may be utilized to monitor and document non-declared events as well.

3.2.2 The City requires all proposers to understand FEMA Public Assistance policies and guidelines, including eligibility issues and specifically those relating to debris. The City will select a firm to monitor its debris removal operations and document eligible debris quantities and reasonable expenses.

3.2.3 Proposers must be able to handle the monitoring of debris removal for all types and sizes of disasters. This can include a localized event where there is one type of debris, a significant event that includes a larger square footage of the city and mixed debris, or could be a Catastrophic Event where the entire City is affected and there are multiple types of debris that will need to be removed.

3.2.4 Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with FEMA Public Assistance guidelines and all applicable Federal, State, and local regulations. Failure to properly monitor and document debris removal operations may jeopardize FEMA Public Assistance. The City reserves the right to withhold payment for improperly performed services pending a review of pertinent documentation and actions.



3.2.5 Proposers will need to be capable of providing a wide range of services including, but not limited to the following:

- Damage assessment
- Training
- Emergency planning
- Infrastructure restoration
- Communication with FEMA, FHWA (Federal Highway Administration), the State of Texas, and other State and Federal Agencies
- Coordinate with State Insurance representatives
- Reimbursement services

3.2.6 Proposers must be prepared to deploy debris monitoring within twenty-four (24) hours from the notice to proceed. When additional debris monitoring is needed to meet the requirements of the monitoring contract, the proposer shall be prepared to increase the number of debris monitors for the City.

3.4 Services

3.4.1 The awarded firm shall be responsible for monitoring debris and waste removal and disposal operations performed by the Debris Management provider relative to:

- City streets, roads, and right-of-ways
- Streets, roads, and rights-of-way of all municipalities and communities, incorporated and unincorporated, and rural areas within the city, unless otherwise directed by the City of Manvel
- Canals, waterways, and rights-of-way of all municipalities and communities, incorporated and unincorporated, and rural areas within the city, unless otherwise directed by the City of Manvel
- Public property and facilities
- Any other public site as may be directed by the City of Manvel
- Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the City of Manvel Mayor/ City Manager.

3.4.2 Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed and may include:

- Vegetative debris
- Hazardous waste
- Household hazardous waste
- Electronic waste
- White goods
- Soil, mud, and sand
- Vehicles and vessels



- Animal carcasses or other fleshy organic matter
- Infectious waste
- Chemical, biological, radiological, and nuclear-contaminated debris
- Construction and demolition (C&D) debris

3.4.3 Awarded firm shall be responsible for maintaining records, developing worksheets, and other required documentation which will be required by FEMA, FHWA, and any other applicable agency for disaster recovery efforts. This shall include but is not limited to, receiving a copy of all invoices from the disposal facility, supported by scale and/or load tickets issued by the disposal facility, and proof of payment by the Debris Management firm to the disposal facility.

3.4.4 Awarded firm shall be responsible for verifying that only eligible debris is removed from initial sites (as described in 3.4.1), then transported to Temporary Debris Staging and Reduction (TDSRS) sites where all debris is to be appropriately segregated and processed, reduced, and then loaded appropriately (and not artificially – e.g. debris is wetted, fluffed or not compacted), and finally transported to the disposal facility for weighting and receiving. Verification that hazardous wastes have not been mixed into loads will be required. The awarded firm shall be responsible for ensuring each load can be claimed based on established criteria, and mark load tickets ineligible if they do not meet FEMA Public Assistance policies and guidelines. The awarded firm shall also possess the ability to estimate in cubic yards (CY) debris to be removed for the disposal facility, and assist in measuring the debris in all debris hauling trucks and trailers if needed.

3.4.5 Awarded firm shall be responsible for overseeing all operations at the TDSRS sites, making sure that all local, state, and federal regulations are followed. All safety precautions are to be taken into account and followed as well.

4. Contract Terms and Conditions:

4.1 General

This contract is for a two (2) year initial term, with four (4) one-year renewal terms available upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than 60 calendar days prior to the expiration date of the currently expiring term. Contractual provisions within any proposal requiring longer advance notice of intent not to renew other than the 60 days stated herein, and/or financial penalties for non-renewal will not be acceptable to the City. Additionally, any “evergreen” renewal provisions contained in vendor-provided agreements to their proposal, beyond the four (4) year maximum term stated herein, will not be acceptable to the City. Refusal by a proposer to amend any of the prohibited provisions described in this section may be grounds for rejection of the subject proposal.

4.2 Indemnification

It is understood that any resulting contract executed will contain the following language:



It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arising in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

4.3 Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby release relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

4.1 Termination of Contract

The City of Manvel reserves the right to terminate the contract, with 30-day written notice, in the event the awarded proposer performs any of the following prohibited practices and violates these specifications:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. By the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By repeated instances of failing to respond in a timely manner to City complaints, issues, questions regarding the scope of work for this project - timely shall be construed to be within 8 business hours of any email or phone call related to the issue.
- f. By failing to make adequate arrangements for an emergency call.



- g. By providing substandard services, or work the City deems to be otherwise unacceptable.
- h. By the repeated occurrence of undesirable practices, it is agreed that there would be multiple dialogues with the subject vendor to identify remedy(s) prior to the initiation of any action to terminate.
- i. Such termination is in addition to and not in lieu of any other remedies that the City may have in law or equity. Proposer, in submitting this proposal, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the proposer in default.

4.2 Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and pricing. This contract is non-transferable by either party.

5. Instructions to Proposers:

5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Manvel.

The City of Manvel requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents. Proposals shall have 1" margins and be single-sided, single-spaced, using Times New Roman 12-point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

5.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:



Request for Proposals Published: May 21, 2023 and May 28, 2023

Deadline for Submitting Questions: May 31, 2023

Submission Deadline: June 7, 2023 by 2:00 p.m.

Selection Process: June 8, 2023 – June 15, 2023

Planned Award of Contract: June 20, 2023

5.3 Statement of Compliance

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

5.4 **TAB A – Qualifications**

5.4.1 Briefly introduce your firm, providing a summary of the administration, organization, and staffing of your firm.

5.4.2 Provide a list of all management, supervision, labor, transportation, and equipment necessary to provide debris monitoring services.

5.4.3 Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

5.5 **TAB B – Experience**

5.5.1 Number of debris monitoring contracts your firm currently has within a 250-mile radius of the City of Manvel.

5.5.2 Include your firm's success rate, percentage-wise, in adhering to FEMA Public Assistance regulations.

5.5.3 Describe the experience of the firm in the last sixty (60) months in performing monitoring services of similar size and scope.

Summary of past relevant experience should include the following for each response:

a. Type of disaster – hurricane, tropical storm, tornado, etc.

b. Type of jurisdiction – city, county, district, any combination

c. Collection of debris monitoring assignments

d. DMS debris monitoring assignments

e. Final disposal debris monitoring functions

5.6 **TAB ~~C~~ – Project Methodology**

5.6.1 Provide a work plan that describes the firm's methodology, including a detailed project plan, based on prior experience with debris monitoring.

5.6.2 The strategies and methods by which the work is performed must be included in the



proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City’s overall goals.

5.6.3 Work plan shall clearly distinguish the firm’s duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

5.7 **TAB C D** – Pricing and Fees

5.7.1 The proposals shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).

5.7.2 The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

5.8 **TAB D E** – References

5.8.1 Include names and telephone numbers of persons whom the City of Manvel can contact for references regarding the firm’s past performance on similar projects.

5.9 **TAB E F** – Conflict of Interest

5.9.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Manvel, including affiliations and business and financial relationships such persons may have with City of Manvel officers. The form can be located at the Texas Ethics Commission website: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

By doing business or seeking to do business with the City of Manvel including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Any information provided by the City of Manvel is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

- | | |
|---------------------|-------------------|
| City Council: Mayor | Dan Davis |
| Council Member | Larry Akery |
| Council Member | Lorraine Hehn |
| Council Member | Harry Opliger |
| Council Member | Ed Perry |
| Council Member | Crystal Sarmiento |
| Council Member | Jerome Hudson |



City Staff:	City Manager/EMC	Kyle Jung
	Chief / Asst. Emergency Mgmt Coor.	Keith Traylor
	Asst. City Manager	Dan Johnson
	Director of Community Services	Gilbert Salas
	Finance Director	

6. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100-point scale and those proposers selected for a short list may be invited to attend an interview, at the proposer’s own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City’s process is as follows:

- 6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 6.1.1 Qualifications – 25 pts**
 - 6.1.2 Experience – 25 pts**
 - 6.1.3 Project Methodology – 20 pts**
 - 6.1.4 Pricing and Fees– 20 pts**
 - 6.1.5 References – 10 pts**
- 6.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
- 6.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest-ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- 6.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to, and attending interviews.
- 6.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City’s judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results.



PROPOSER CERTIFICATION ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, nor anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the proposal submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this RFP

Proposer Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE's NAME: _____

REPRESENTATIVE's TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: DATE: _____



TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in the rejection of the proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contain the proposer's most favorable terms for price, services, and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of Manvel will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top-ranked respondent and will enter into contract negotiations.

COSTS TO SUBMIT: The City of Manvel will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that the Notice to Proceed has been accepted by Contractor.



- (1) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence \$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- (5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA: Any interpretations, corrections, or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Manvel. Any changes to specifications will be made in writing and posted on the City's website at www.cityofmanvel.com. Respondents shall acknowledge receipt of all addenda on the Bidder Certification Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. The City of Manvel is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the City Secretary's desk at City of Manvel, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms, and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals. The City reserves the right to award primary, secondary, and tertiary contracts at its discretion.



Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Brazoria County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official, or agent of the City of Manvel. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.



Respondents must make every effort to comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Manvel, including affiliations and business and financial relationships such persons may have with City of Manvel officers.

By doing business or seeking to do business with the City of Manvel, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

The Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of Manvel may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Manvel will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Manvel designated location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: City of Manvel, Accounts Payable, PO Box 187, Manvel, TX 77578, and shall reference the City of Manvel approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of Manvel from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Manvel reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Manvel may have in law or equity. Respondent, in submitting this proposal, agrees that City of Manvel shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.



NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of Manvel shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Manvel, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of City of Manvel.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code, and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Manvel.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://www.ethics.state.tx.us/File/>

PERFORMANCE AND PAYMENT BOND REQUIREMENTS: Per Government Code Chapter 2253. Bonds. If the contract exceeds fifty thousand dollars (\$50,000), and is considered a “public work,” a payment bond is required. If the contract exceeds one hundred thousand dollars (\$100,000) a performance bond is required. Performance and Payment Bonds shall be furnished on prescribed forms in the amount of one hundred percent (100%) of the contract price with corporate surety duly authorized to do business in the State of Texas. Attorneys-in-fact who sign Bonds must file with each bond a certified and effective date copy of their Power of Attorney.