

# 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 BID/PROPOSAL • DO NOT OPEN**  
**DEBRIS MANAGEMENT & REMOVAL SERVICES**

**BID/PROPOSAL NO. 2023-03-002**

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

**For information Contact:**

**City Manager**

**281-489-0630 [info@cityofmanvel.com](mailto: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 MANAGEMENT AND REMOVAL SERVICE**  
**#2023-03-002**

**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 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 #2023-03-002 – DEBRIS MANAGEMENT AND REMOVAL 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](mailto: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**  
**Request for Proposals**  
**#2023-03-002 Debris Management and Removal Services**

**1. Introduction:**

The City of Manvel is soliciting proposals from qualified contractors for Debris Management Services. Debris as used in this document is defined as “scattered items and materials either broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property” and can be found in the Federal Emergency Management Agency (FEMA) Debris Management Guide, page iii. 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 Contractor'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:**

- 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 Inspections 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.

### **3. Scope of Work:**

#### **3.1 General**

The Contractor will provide the City with services designed to support debris management services and emergency management needs. The City, at its sole discretion, may expand the scope of services to include additional requirements. The City reserves the right to investigate, as it deems necessary to determine the financial resources and ability of any firm to perform the work or services requested. Information the City deems necessary in order to make a determination shall be provided by the contractors upon request. The work to be undertaken includes but is not limited to the following:

- (a) Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the City.
- (b) Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- (c) Temporary Debris Staging and Reduction (TDSRS) – the contractor will lease/own, prepare and maintain sufficient number of TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of stone for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the City. At the City's discretion, owned rights-of-way or other entity owned property can be provided for temporary storage of debris.
- (d) All debris shall be processed in accordance with local, State and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the City. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- (e) Generated Hazardous Waste Abatement – Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State, and local laws, standards and regulations.
- (f) Debris Removal – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other End



User approved sites that meet local, State and Federal regulations for disposal, will be made at the cost incurred by the Contractor. The Contractor must furnish a copy of the invoice received by the disposal facility, and supported by scale and/or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.

- (g) Documentation and Inspections – Storm debris shall be subject to inspection by the City and/or its debris removal monitoring contractor. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and the City will have in place at the TDSRS, and/or landfill, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Contractor shall assist the City in preparing all Federal (FEMA) and State reports for any potential reimbursement. City employees shall review all documentation prior to submittal. The Contractor will work closely with the City of Manvel, other City Contractors, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documentation appropriately address concerns of the likely reimbursement agencies.
- (h) Work Areas – The City will establish and approve all areas that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition.
- (i) White Goods – The Contractor may expect to encounter white goods available for disposal. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- (j) Hazardous Stumps – The Contractor shall remove all stumps that are determined by the City to be hazardous to public access and as directed by the City. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size.
- (k) Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.
- (l) Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
  - (1) Recovery process documentation – create recovery process documentation plan
  - (2) Maintain documentation of recovery process
  - (3) Provide written and oral status reports as requested to the City
  - (4) Review documentation for accuracy and quantity
  - (5) Assist in preparation of claim documentation
  - (6) Allow the City to document and identify all vehicles used in the debris removal process.



- (m) TDSRS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamation shall be accomplished in accordance with the Contractor’s “Debris Removal Operations Plan and Environmental Protection Plan”.
- (n) Priority of Work Areas – The City will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the City.
- (o) Working Hours – All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe, subject to City approval. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
- (p) Other Services – The City requests that each potential contractor’s proposal provide a complete list of additional services that can be provided in addition to debris removal.

**1.1 SCOPE OF WORK: DEBRIS MANAGEMENT CONTRACT**

The City is seeking a Firm to coordinate and conduct Emergency Debris Management Activities. This RFP includes several scopes of work or scenarios for which the awarded contract may be used. All proposals will be evaluated as to their appropriateness.

**1.2 SCOPE OF WORK NO. 1: SPOT JOBS – LOCALIZED**

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chainsaw of **localized woody debris**. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

**1.3 SCOPE OF WORK NO. 2: SMALL EVENT – WIDESPREAD OR CITYWIDE**

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work as described in section 1.0(n). The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.



**1.4 SCOPE OF WORK NO. 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING – WOODY DEBRIS ONLY – WIDESPREAD OR CITYWIDE**

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or contractor. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

**1.5 SCOPE OF WORK NO. 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR CITYWIDE**

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) designated, managed, and operated by a government agency or contractor.

Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

**1.6 SCOPE OF WORK NO. 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITYWIDE**

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

**1.7 SCOPE OF WORK NO. 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITYWIDE**

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed debris management sites citywide including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the government agency. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

**1.8 SCOPE OF WORK NO. 7: CATASTROPHIC EVENT – TOTAL MANAGEMENT – CITYWIDE**

In this event the contractor will be tasked to combine site management and field operations as listed above for the removal through disposal of mixed debris at multiple and differing sites citywide. Contractors shall prove experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.





**1.9 SCOPE OF SERVICES: TECHNICAL DISASTER RECOVERY ASSISTANCE**

The contractor may be called upon to provide disaster recovery technical assistance to appointed and elected officials within the City. This assistance shall include Public Assistance Program Management Assistance. This Scope of Services may be implemented alone or in conjunction with any of the Debris Management Scope of Work described previously.

**1.10 PROGRAM MANAGEMENT ASSISTANCE**

**(a) Damage Survey Report (DSR) or Project Worksheet (PW)**

1. Official DSR/PW requests – Assist City personnel in the following:
  - i. Identification of expenditures eligible for reimbursement
  - ii. Submission of official “request for DSR inspection”
2. Local government representation on DSR/PW team – Train and assist City personnel to accomplish the following:
  - i. Identification of eligible items for reimbursement
  - ii. Review of DSR/PW for accurate scope of work
  - iii. Review of DSR/PW for accurate unit costs
3. Recovery process documentation – assist City personnel in the following:
  - i. Creation of recovery process documentation plan
  - ii. Maintenance of documentation of recovery plan
4. Force account labor vs. contract labor
  - i. Recommendations for government officials on need to contract or utilize force account labor
5. Recovery process oversight
  - i. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
  - ii. DSR/PW tracing through State and Federal process
  - iii. Written and oral status reports to government officials

**(b) Documentation Support**

1. Review of records system for applicability to Federal and State requirements





2. Orientation and training of City Personnel on requirements for quality and quantity of required documentation
3. Review documentation for accuracy and quantity
4. Assist in preparation of claim documentation

(c) Consultation and negotiation services

1. Recommendations to government officials on plans of action
2. Provide guidance to government officials on issues involving Federal and State reimbursement
3. Assist City officials in negotiations with Federal and State officials
4. Other representations as may be requested/required
5. Costs for Program Management Services

All costs associated with this service are included in the costs listed in the price schedule. There will be no additional cost for this service.

**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 arise 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 releases, 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.

#### 4.4 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 proposer 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 proposer 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.

#### 4.5 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 Proposer:

#### 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.** 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 – Management Summary**

5.4.1 Briefly introduce your firm, providing a summary of the administration, organization, and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. **The cover letter and organizational chart shall be limited to one (1) page each.**

5.5 **TAB B – Proposal**

5.5.1 Describe, in detail, how the service will be provided. The proposer shall address each of the scopes of work specified.

5.5.2 The proposer shall include the mobilization response time for each scope of work specified.

5.5.3 The proposer shall include a statement that they will meet all program standards as provided for in the City of Manvel's Debris Management Plan.

5.5.4 The proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement, and project management as well as demolition and debris removal work.

5.5.5 The proposer shall identify the specific sites proposed for the TSDRS facilities and their respective acreage.



5.6 **TAB C – Corporate experience and capacity**

5.6.1 The proposer shall state the size of the firm’s staff, the location of the office from which this service is to be performed and the number and nature of the staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis per work scope described in Section 1.7.

5.7 **TAB D – Qualifications**

5.7.1 The proposer shall identify the project manager and each individual who will work as part of this engagement. Include resumes of all involved in the delivery of the offered services. Include any professional designations and affiliations, certifications and licenses, etc.

5.8 **TAB E – References**

5.8.1 Provide at least five (5) references for governmental agencies of similar size and scope. Include the name of the agency, contact name, telephone, email address, length of the contract, and a brief summary of the work. Also provide a description of any conflicts, which may have occurred over the last three years with these, or any other contract for similar work.

5.9 **TAB F – Pricing**

5.9.1 The proposer shall provide information relative to providing the services outlined herein. When appropriate, pricing should be by cubic yard, including, but not limited to, pickup, transportation, and all disposal fees. Other services may be listed and priced separately. Pricing shall include all direct and indirect costs including all out-of-pocket expenses. The City is not responsible for expenses incurred in preparing and submitting a proposal. Such costs shall not be included in the proposal.

5.10 **TAB G – Conflict of Interest**

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. A copy of the form is attached and a complete text of the law is available at City of Manvel City Hall, 20031 Hwy 6, Manvel, TX 77578, or at the Texas Ethics Commission website at <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.**

In completing the questionnaire, 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 Coord.	Keith Traylor
	Asst. City Manager	Dan Johnson
	Director of Community Services	Gilbert Salas

**5.11 TAB H – Certification**

See Page 13

**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 **Management Summary – 5%**
  - 6.1.2 **Proposal – 40%**
  - 6.1.3 **Corporate experience and capacity – 20%**
  - 6.1.4 **Qualifications – 15%**
  - 6.1.5 **References – 5%**
  - 6.1.6 **Pricing – 15%**



- 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.

**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 at the 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) Workman's 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](http://www.cityofmanvel.com). Respondents shall acknowledge receipt of all addenda on the Proposer Certification/Addenda Acknowledgement form found within this document.

**LATE PROPOSALS:** Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Manvel is not responsible for lateness or non-delivery of mail, carrier, etc. The City Secretary shall be the official timekeeper.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after the 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.**

**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 the 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



**RFP #2023-03-002**  
**Debris and Removal**  
**Management Services**

**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 installation of the proposed system, 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.



**PROPOSER CERTIFICATION ACKNOWLEDGEMENT**

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or 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 fine 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 bid 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: \_\_\_\_\_



**CONTRACTOR'S CAPACITY TO PERFORM**

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform:  
(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:  
(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel:  
(Identify by quantity and category any personnel assigned to contract performance)

4. Other resources:  
(Identify any other resources to be allocated to complete contract performance)