



REQUEST FOR PROPOSAL

RFP-0222-04

**FOR
CULTURAL ARTS MASTER PLAN**

CITY OF PEARLAND

**ISSUED DATE: DATE
FEBRUARY 23, 2022**

**CITY OF PEARLAND, TEXAS
3519 Liberty Drive
Pearland, TX 77581**

<https://pearland.ionwave.net>



REQUEST FOR PROPOSAL (RFP)0222-04 for Cultural Arts Master Plan

BID DOCUMENT

Unless otherwise specified, Bidders should upload required, completed documents (signature lines must be signed; electronic signature is acceptable) as attachments under the "Response Attachments" tab on the <https://pearland.ionwave.net>. website. If submitting by hard copy (**electronic response is preferred**).

INQUIRIES

All questions regarding this RFP should be submitted via email to ebids@pearlandtx.gov. Questions and answers will be distributed by addendum via the e-bid website <https://pearland.ionwave.net>. **Questions should be submitted in writing to no later 5:00 P.M., Monday, March 7, 2022, to ebids@pearlandtx.gov.**

PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference shall be held:

Wednesday, March 2, 2022, 2:00 P.M. (Local Time) Link:

<https://pearlandtx.webex.com/pearlandtx/j.php?MTID=m87ff015138723eeb9375e086d67a13c>

Phone Number: 1-408-418-9388

Meeting Number (access code) 2554 391 5964

Meeting Password: 58xpBwixUE2

Participants are expressly instructed that the RFP contact instructions is the only authorized source of information concerning this solicitation.

1.0 GENERAL REQUIREMENTS

Key Dates:

OFFERS SUBMISSION DEADLINE-Wednesday, March 23, 2022

- 1.1 Sealed Proposals Submissions will be received on or before **March 23, 2022, at 2:00 PM** @ <https://pearland.ionwave.net>

Statements of Qualifications may be sent by USPS mail to:

City of Pearland

Attn. City Secretary's Office

3519 Liberty Drive

Pearland, TX 77581

Request for Proposals

City of Pearland (City) is requesting proposals from qualified Consulting Firms to develop a Cultural Arts Master Plan for the City of Pearland Convention & Visitors Bureau.

1.0 SUBMISSION OF PROPOSALS

1.1 Unless otherwise specified, Bidders should upload required, completed documents (signature lines must be signed; electronic signature is acceptable) as attachments under the "Response Attachments" tab on the <https://pearland.ionwave.net> website. If submitting by hard copy (electronic response is preferred). One (1) original, and one (1) USB flash drive of all Offer documents shall be submitted in sealed packages. Proposer's name and address and RFP-0222-04 should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

1.2 Mail or Deliver Responses to the Following Address:

City of Pearland
Attn. City Secretary's Office
3519 Liberty Drive
Pearland, TX 77581

2.0 DELIVERY OF PROPOSALS

Proposals must be received in the City of Pearland E-bid system @ <https://pearland.ionwave.net> or City Secretary Office no later than 2:00 p.m., March 23, 2022. The submitting Proposer is responsible for the means of delivering the proposals to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or the City of Pearland internal mailing system will be the responsibility of the Proposer. Proposals must be completed and uploaded or delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in City of Pearland (City) City Secretary Office is the official clock for determining whether submittals are submitted timely. **Late Proposal documents will not be accepted under any circumstances.**

3.0 PROPRIETARY INFORMATION

3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

3.2 Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract

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has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Pearland, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

4.0 COMPLETION OF RESPONSES

- 4.1** Information presented in the Proposals will be used to evaluate the professional qualifications of the Proposer(s) and to determine the Proposal(s) which will be selected to provide professional services to the City.
- 4.2** Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- 4.3** Proposals shall be limited to a maximum of twenty (20) 8-1/2" X 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and one-inch margins.

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

- 5.1** Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP shall be requested using ebids@pearlandtx.gov, at least 15 days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.
- 5.2** If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 5.3** Requests for explanations or clarifications may emailed to ebids@pearlandtx.gov
- 5.4** Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Pearland Purchasing Division. Proposers shall acknowledge receipt of all addenda within the responses.

6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0 AWARD OF CONTRACT

- 7.1** It is understood that the City reserves the right to accept or reject any and all Proposals and
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to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Pearland. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Pearland to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

7.2 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

7.3 Tentative Schedule of Events

RFP Release Date	February 23, 2022
Pre-Proposal Conference	Wednesday, March 2, 2022, 2:00 PM (CST)
Deadline for Questions	March 7, 2022; 5:00 PM (Local Time) Proposals
Due Date	March 23, 2022; 2:00 PM (Local Time)
Evaluation /Interviews	March 24, 2022 - April 7, 2022
Mayor Council Consideration	May, 2022

8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening unless the Proposer notes a different period.

9.0 TAX EXEMPTION

The City of Pearland is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Vendor's response to ensure that the best possible consideration be afforded to all concerned.

12.0 CONTRACT INCORPORATION

The contract documents shall include the RFP, the Response to the RFP, and such other terms and conditions as the parties may agree.

13.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Offerors, hereinafter "Vendor," shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Pearland's endorsement of the successful Proposer's services.

14.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Officer, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent, or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Vendors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Vendors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

15.0 PROPOSAL EVALUATION PROCESS

15.1 An evaluation committee will evaluate the responses to this Request for Proposals, may interview one or more firms, and may recommend one or more firms to the. Selection of a firm may be made without discussion with Proposers after offers are received. Proposals should, therefore, be submitted on the most favorable terms.

15.2 The City's evaluation panel will review all responsive submittals and select the best evaluated offers for further interview.

15.3 The City anticipates selecting Proposer(s) that will be recommended for award of a contract to provide the requested professional services to the City of Pearland.

15.4 The City reserves the right to reject any or all proposals.

16.0 PROPOSAL EVALUATION FACTORS

16.1 Work Plan – 30 points available

16.2 Personnel Qualifications & Experience - 20 points available

16.3 Cost - 40 points available

16.4 Project Schedule, Including Team Availability, - 10 points available

17.0 GENERAL PROVISIONS

The Vendor may not assign its rights or duties under an award without the prior written consent of the City of Pearland. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

18.0 ERRORS OR OMISSIONS

The Vendor will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Vendor shall promptly notify the City of Pearland Purchasing Division in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than 7 (7) days before time for the RFP response is to be submitted.

19.0 TERMINATION

19.1 If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City with a thirty (30) day written notice prior to cancellation. In the event of termination, the City of Pearland reserves the right to award a contract to next lowest and best Vendor as it deems to be in the best interest of the City of Pearland.

19.2 Further, the City of Pearland may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City of Pearland will return any delivered but unpaid goods in normal condition to the Vendor.

20.0 TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurance. Whenever the City has reason to question the Vendor's intent to perform, the City may demand that the Vendor(s) give written assurance of Vendor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

21.0 CHANGE ORDERS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Pearland's Department and signed by both parties. Change orders must be prior approved by the Pearland City Council when the amount exceeds \$50,000.00.

22.0 VENUE

The agreement(s) will be governed and construed according to the laws of the State of Texas. The agreement(s) is (are) performable in Brazoria County, Texas. Venue shall lie exclusively in Brazoria County, Texas.

23.0 CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.

24.0 INSURANCE

The Vendor shall carry insurance in the types and amounts for the duration of this agreement as listed in the Professional Services Agreement, Attachment E to this RFP, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof.

25.0 CONTRACT CONSTRAINTS AND CONDITIONS

25.1 All services shall be provided in accordance with applicable requirements and ordinances of the City of Pearland, laws of the State of Texas, and applicable federal laws.

- 25.2 The Contract(s) awarded from this RFP shall be executed for a one (1) year term or upon project completion.

26.0 COOPERATIVE PURCHASING

- 26.1 Should other governmental entities decide to participate in this contract, Proposers, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.
- 26.2 If the successful Proposer agrees to extend the resulting contract to other governmental entities, the following will apply: Governmental entities within utilizing Contracts with the City of Pearland will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Pearland will be billed directly to that governmental entity and paid by that governmental entity. The City of Pearland will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/services as needed

27.0 PAYMENT

All payment terms shall be "Net 30 Days" unless otherwise specified in the proposal.

- 27.1 Service provider shall invoice no more frequently than monthly for services provided.
- 27.2 Invoices shall be submitted to the City department that ordered and received the services provided.

28.0 CERTIFICATE OF INTERESTED PARTIES FORM 1295

The successful Proposer is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form shall be submitted to the Purchasing contact listed in the solicitation before the purchase/contact shall be presented to the City Council. Form to be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

29.0 DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory.

30.0 NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

31.0 CHANGE IN COMPANY NAME OR OWNERSHIP

The Contractor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official shall sign the letter. A letter indicating changes in a company name or ownership shall be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

32.0 SCOPE OF SERVICES

See Attachment C

33.0 RESPONSE FORMAT AND ORGANIZATION

See Attachment C

ATTACHMENT A
CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Pearland) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the City of Pearland City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIO.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

ATTACHMENT B

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code.</p> <p>An offense under this section is a Class C misdemeanor.</p>	<p>Date Received</p>	
1. Name of person doing business with local governmental entity.		
<p>2.</p> <div style="display: flex; align-items: center; margin-bottom: 10px;"><input style="margin-right: 10px;" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</div> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>		
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>		

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****Page 2****5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.**7.**_____
Signature of person doing business with the governmental entity_____
Date