



**PURCHASING DIVISION
REQUEST FOR PROPOSAL (RFP)**

for
RFP No. 0922-13
Issued: October 5, 2022

SUBMISSION DEADLINE:

****Wednesday, November 9, 2022 by 2:00PM (CST) Local Time ****
NO LATE OFFERS SHALL BE ACCEPTED

<p><u>RESPONSES SHALL BE SUBMITTED TO:</u></p> <p>Bid document: 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).</p>	<p><u>RESPONSES SHALL BE MAILED OR DELIVERED TO:</u></p> <p>City of Pearland Attn. City Secretary’s Office 3519 Liberty Drive Pearland, TX 77581</p>
<p>Pre-Proposal Non Mandatory Conference shall be held: (Virtual)</p> <p>Wednesday, October 19, 2022, 2:30 P.M. (Local Time) , virtually via Webex. Join using link below: https://pearlandtx.webex.com/join/velam OR Via Phone: +1-408-418-9388 ; Meeting Number: 2554 466 9932 *****</p>	<p>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p align="center">FOR ADDITIONAL INFORMATION</p> <p>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, October 24, 2022 to ebids@pearlandtx.gov</p> <p>*****</p> <p>RETURN THIS COVER SHEET WITH RESPONSE:</p>	<p>Contact Person: _____</p> <p>Title: _____</p> <p>Phone: () _____</p> <p>Fax: () _____</p> <p>Email: _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p>
<p>Shall contract be available for Cooperative Agreement use? (See Section 27, page 7) Yes _____ No _____</p> <p>Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____</p>	

Request for Proposals

City of Pearland (City) is requesting proposals for the purpose of providing an aerial fireworks display (“Program”) on July 4th at the specified location.

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- 0922-13** 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

2.1 Proposals must be received in the City of Pearland eBid system or City Secretary Office no later than 2:00 p.m., Wednesday, November 9, 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.**

2.2 **Opening of Bids:**

The Purchasing division representative is responsible for opening of all bids; reading each bid aloud. Bids will be publicly unsealed, and read aloud at City Hall, 3519 Liberty Drive, Pearland, TX 77581. Interested parties may join the meeting by calling into the meeting on Wednesday, November 9, 2022 @ 2:00 PM. Vendors can join the meeting by calling into meeting: Dial in # 281-652-1955, Meeting #: 1790#, Code #:0971#

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 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 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	Wednesday, October 5, 2022
Pre-Proposal Conference	Wednesday, October 19, 2022, 2:30 PM (CST)
Deadline for Questions	Monday, October 24, 2022; 5:00 PM (CST)
Proposals Due Date	Wednesday, November 9, 2022; 2:00 PM (CST)
Evaluation of Proposals	November 2022 - December 2022
Mayor Council Consideration	December 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 presentations 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. 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

<u>Factor</u>	<u>Weight</u>
Responsiveness: The City will consider the materials submitted by the proposer to determine whether the proposer is in compliance with the RFP.	Pass/Fail
Creativity, variety, and content of fireworks display. Generally, the perceived value by the City for the budgeted amount.	70%
Responsibility: The City will consider the materials submitted by the proposer and other evidence it may obtain to determine the company's ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.	30%
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TOTAL CRITERIA WEIGHT	100%

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 seven (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 Insurance Requirements Form 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 two-year initial term with three (3) one-year options to renew at the City's sole discretion. City will allow the contractor to request price increase annually, where the increase should not be more than 5%. It is up to City's sole discretion to approve, reject or counter in response to Contractor's request.

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.)

29.0 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.

30.0 SCOPE OF SERVICES

See Attachment A

31.0 RESPONSE FORMAT AND ORGANIZATION

Label and Tab each section based on scoring criteria.

32.0 FORMS TO BE COMPLETED

- Insurance Requirement Form
- Attachment B – BID Line Item (Pricing)
- Conflict of Interest
- Contractors Questionnaire

- Non-Collision Statement
- House and Senate Bill Forms
- Vendor References