



City of
CROCKETT
Est. 1837
Texas

REQUEST FOR PROPOSALS

FOR

HOME RULE CHARTER CONSULTING AND
REVISION SERVICES

RFP 2023-09A

REQUEST FOR PROPOSAL

Sealed Proposals, one (1) original and two (2) copies shall be delivered to the City of Crockett, Program & Grants Manager, 200 North 5th St, Crockett TX 75835 at or before: 12:00PM on December 7, 2023. Bids will be opened and read at 9:00AM on December 8, 2023. Bids received after the closing date and time will not be considered.

The City of Crockett, Texas, hereafter called the City, is requesting sealed written proposals for home rule charter consulting and revision services to assist the City with updating its current charter.

All Proposals must be clearly marked in the Subject line with the following: **“Charter Consulting and Revision Services”**

Proposal documents may be obtained free of charge through the City’s website at <https://www.crocketttexas.org/rfps/>.

Questions regarding the Request for Proposal shall be directed to:

Butch Calvert

Program & Grants Manager

City of Crockett

Email: calvertb@crocketttexas.org

Questions regarding this Proposal must not be directed to other City of Crockett council, commission, committee, or staff members. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proponents in writing by email and publication on the City’s website. Questions pertaining to this Proposal must be received no later than seven (7) calendar days prior to the closing date.

Schedule of Events:

The following Schedule of Events represents the estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Requests for Proposals	November 21, 2023
Last Day for Applicants to Submit Written Questions	November 30, 2023
Proposal Due Date	December 7, 2023 12:00 P.M
Bid Awarded by Crockett City Council	December 18, 2023

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendments (answers/addenda) to this solicitation will be sent by email to interested parties who have contacted the City and requested a copy at calvertb@crocketttexas.org.

I. REQUIREMENTS

1. Purpose:

The City of Crockett is soliciting a Request for Proposal (RFP) for Consultants to assist the City with reviewing and revising its home rule charter to comply with federal and state laws and to make other revisions as needed.

2. Submission of Proposal:

- a.** To be considered, one (1) original and two (2) must be received by December 7th, 2023 at 12:00 p.m., at the location described below:

City of Crockett
ATTN: Butch Calvert
200 North 5th Street
Crockett, TX 75835

- b.** Complete sets of Proposal Documents must be used in preparing Proposals; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- c.** Proposals received after the deadline via email will not be considered.
- d.** The City will not acknowledge or consider Proposals that are delivered by email, telephone, or facsimile/fax.

3. No Reimbursement for Cost:

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP shall be at the sole risk and responsibility of the proposer.

II. SCOPE OF WORK AND QUALIFICATIONS

1. Scope of work:

- a.** The awarded Consultant shall undertake a comprehensive review of our current charter and identify all substantive issues/problems within the document. The Consultant shall assist City administrative personnel, elected officials, and the appointed citizen charter review committee in reviewing, updating, and revising our city home rule charter to ensure the charter complies with all relevant federal and state laws and recommend other revisions if needed.
 - b.** The awarded Consultant will review all suggested amendments from the citizen charter review committee and provide guidance as to the legality and prudence of those amendments.
 - c.** The awarded Consultant will assist the city in preparing for a general election to approve any charter amendments as necessary and provide the required ballot language for the election.
 - d.** The awarded Consultant shall attend meetings as required.
- 2.** All interested Consultants shall submit resumes, background verifications, and certification of all personnel that will be performing services under this contract. As new personnel are assigned to this contract, the Consultant shall update resumes, background verifications, and certifications as part of contract compliance.
 - 3.** All data, maps, photographs, and other material prepared and collected, and all documents of any type developed or obtained by the Consultant in the performance of this contract, shall become the property of the City of Crockett.

III. EVALUATION FACTORS AND AWARD

1. An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria.
2. The City will select the most highly qualified proposer(s) of the requested services based on the criteria below and then attempt to negotiate with the proposer(s) a contract at a fair and reasonable price. Evaluation factors and associated point values are listed below:

Item	Evaluation Factor	Points
1	Professional Qualifications, Certifications, Experience, and References for each individual inspection	25
2	Demonstrated Capability to meet all facets of the Scope of Work	25
3	Proposal fees	50
	Total Points	100

3. Best Value Evaluation and Criteria:

- a.** By submitting its Proposal in response to this solicitation, Proposers accepts the evaluation process and acknowledges that in addition to the criterial above, the City may evaluate based on the best value for the City, the following considerations:
 - i. Reputation of Proposer and of Proposer’s services;
 - ii. Proposer’s past relationship with the City of Crockett, if any; and
 - iii. Any relevant criteria are specifically listed in the solicitation.
- b.** The City reserves the right to reject any or all responses, delete any portion of the response, to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

4. Acceptance of Evaluation Methodology:

- a.** An evaluation committee will screen to ensure responsiveness to the RFP, and review and score all Proposals in according to the points criterion. While price is one basic factor, it is not the sole consideration for an award.
- b.** Proposals that receive the highest evaluation scores may be invited to an interview. The City may reject any Proposal in which is considered not acceptable by the City. The City may elect to negotiate directly with the highest scored proposer(s) until the City has obtained the “best value” to make a recommendation of award.
- c.** In addition to the evaluation process above, the City may contact the Proposer’s references at any time during evaluation.
- d.** Recommendation for the award is contingent upon the successful negotiation of final contract terms. If a contract negotiation cannot be concluded successfully within a time period, the City may terminate negotiations and commence with the next highest scored Proposer(s) or withdraw the RFP.

5. Award:

- a.** The Contract award, if issued, shall be made to the Proposer whose Proposal, in the City’s sole discretion, furthers the City’s best interests. The contract may be awarded to one (1) Proposer for all work, or to several Proposers for separate identifiable parts, based upon

the Proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Proposer(s) under consideration and the Proposal's validity. The contract award shall be made by the City Council.

- b.** After City Council awards the contract, the City will provide the Proposer all contract documents. After proper contract execution, the Proposer shall return the signed Contract and all required documents to the City within ten (10) calendar days. If the Proposer fails to return a signed Contract, the City has the right to cancel the award and Contract.
- c.** The City and Consultant shall have a post-award meeting to discuss and identify specific milestones, goals, and strategies to meet objectives of the Contract.

IV. PROPOSAL FORMAT

1. Letter of Transmittal:

- a.** The legal name of the company as registered with the Secretary State of Texas.
- b.** Address of the office that will be providing services.
- c.** Date of the Proposal.
- d.** Provide the name(s) of the person(s) authorized to make representations for your Consultant, their title(s), address, telephone number, and e-mail address.
- e.** The letter of transmittal shall be signed in permanent ink by a corporate officer or other individuals who have the authority to bind the Consultant. The name and title of the individuals(s) signing the Proposal shall be clearly shown immediately below the signature.

2. Table of Contents:

- a.** The proposal should include a Table of Contents.
- b.** Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

3. Consultant's professional qualifications, certifications, experience, and references:

- a.** Proposers shall submit their Company and individual inspector's/reviewers resumes, background verifications, and certification documentation of all personnel that will be performing services under this contract.

- b. List the assigned inspector(s)/reviewer(s) professional qualifications to demonstrate necessary skills, abilities, knowledge, and experience that may differentiate your company from others;
 - c. A list of verifiable experience with contracts for the most recent five (5) years that are pertinent to the proposed services;
 - d. Provide all certifications of the assigned inspector(s)/reviewer(s); and
 - e. Provide at least three (3) client references. City of Crockett reserves the right to contact listed clients at any time during the Request for Proposal process.
 - f. Provide the following information for each contract:
 - i. Company's name and address;
 - ii. Contact person name, phone number, and email address;
 - iii. A brief overview of the work and a short description of the services;
 - iv. The service dates performed under contract.
4. Proposer demonstrated capability to meet all facets of the Scope of Work:
- a. Provide any clients your company currently is providing similar services;
 - b. Provide consultant availability and methods of contact;
 - c. Provide project approach to provide this service;
 - d. Outline your proposed staffing levels and activities.
5. Proposers' fees for needed services below:
- a. Home Rule Charter review/consultation services
6. Proposers' insurances:
- a. Provide insurances currently held by the company. The awarded Proposer, at their sole cost and expense will provide insurance certificates required noted in the Sample Agreement, Appendix A. However, additional insurances, e.g., Professional Liability, Errors and Omissions Insurances, or any other insurances held by the inspector (s), will receive additional points.

V. ADDITIONAL INFORMATION

1. **Type of Contract:**
Any contract resulting from this solicitation will be in the form of the City's Standard Agreement.
2. **Termination for Convenience:**
The City reserves the right to terminate this Contract upon thirty (30) calendar days' written notice for any reason deemed by the Council or City staff to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order.
3. **Non-Funding Clause:**
If during the budget planning and adoption, the City Council fails to provide funding for this Contract for the following fiscal year of the City, the City may terminate this Contract after giving the Consultant thirty (30) calendar days' written notice that this Contract is terminated due to the failure to fund it.
4. **Limitation of Liability:**
The City shall not be liable for any expenses Proposers incur in connection with providing a response to this solicitation or for any costs, fees, or lost or foregone profits of unsuccessful offers.
5. **Examination of Solicitation Documents:**
It is the responsibility of each Proposer, before submitting a Proposal, to:
 - a. Study and carefully examine the scope of work, technical specifications, any special provisions, and contract forms before submitting a Proposal.
 - b. The submission of a Proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.
 - c. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the solicitation.
6. **Interpretations and Addenda:**
 - a. All questions about the meaning or intent of the Proposal documents are to be directed to Butch Calvert, Program & Grants Manager at calvertb@crocketttxas.org. Interpretations or clarifications considered necessary, in response to such questions, will be issued by Addenda and will be emailed directly to all attendees of the pre-proposal meeting and posted on the City's website.

- b. Questions received less than seven (7) calendar days prior to the due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - c. Addendum will be posted on the City's RFP/Bids website. It is the responsibility of the Proposer to check if the RFP has any addendums that have been issued for the solicitation prior to submitting a proposal.

- 7. Familiarity with Laws:
The Proposers are assumed to have made themselves familiar with all federal and state laws and all local by-laws, ordinances and regulations which, in any manner, affect those engaged or employed on the Work or affect the materials or equipment used in the Work or affect the conduct of the Work, and the Proposer, if awarded the Contract, shall be obligated to perform the Work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance, or regulation, the vendor shall forthwith report it to the City in writing.

- 8. Modification and Withdrawal of Proposals:
Proposals may be modified or withdrawn by an appropriate document, duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the due date of the RFP.

- 9. Confidentiality:
The City will use all reasonable efforts to protect any proprietary and confidential information contained in your Proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure. For the City to protect proprietary or confidential information the Proposer will need to notify the City of all proprietary and confidential information contained within the proposal.

- 10. Public Information:
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after award. The City will use all reasonable efforts to protect any proprietary and confidential information contained in your Proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure. The City strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of any information.

- 11. Reservation of Rights:
 - a. City reserves the right, without qualification and at its sole discretion, to accept or reject

any proposals either in entirety or any portion thereof for failure to meet any criteria set forth in this solicitation or to make the award to that Proposer, who, in the opinion of the City, will provide the best value to the City.

- b. The City will consider both price and non-price attributes in the evaluation of proposals. The City reserves the right to make an award to other than the lowest price offered or to the offer representing the best combination of price and non-price attributes, in the City's sole judgment, if the City determines that such an award results in the best value to the City and its members.
- c. The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an arrangement with any or all Proposers.
- d. During all stages of this solicitation process, the City reserves the right to request additional information from individual Proposers or to request all Proposers to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a Proposer even if the submitted information has not been specifically requested as part of this solicitation.
- e. Those who submit a Proposal do so without recourse against the City or its members for either rejection of their Proposal or for failure to execute an agreement for any reason. All offers shall be valid and binding upon the Proposer through contract negotiations and contract execution.

12. Excusable Failure or Delay:

Neither the Consultant or City shall be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

13. Bribery Clause:

Applicant certifies that no employees of theirs, of any affiliate, or of any SubConsultant has bribed or attempted to bribe an officer or employee of the City.

14. Signing of Agreement:

When the City gives notice of award to the successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter, Consultant shall sign and deliver the required number of copies of the agreement and attached documents to the City with the required certificate of insurance. If the Consultant fails to return a signed Contract to the City within ten (10) calendar days, the City has right to cancel the award and Contract.

VI. REQUIRED DOCUMENTATIONS

1. Conflict Of Interest Questionnaire:

If required under Chapter 176 Texas Local Government Code, the Consultant shall complete the Conflict-of-Interest Questionnaire in accordance with the requirements of that Chapter. The Consultant shall be solely responsible for the preparation of its Conflict-of-Interest Questionnaire, the accuracy, and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

Chapter 176, Local Government Code, Conflict of Interest Questionnaire (Form CIQ) is available at: <https://www.ethics.state.tx.us/forms/conflict/>

2. Form 1295 Certificate of Interested Parties:

Texas Government Code 2252.908. As required, the Consultant shall complete and file Form 1295, Conflict of Interested Parties for awards that require an action by the City's governing body for goods or services. The form discloses any interested parties who have a controlling interest of 10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiating the terms of the contract, if any.

a. Filing Process:

Respondents who are awarded contracts will be required to submit a signed Form 1295. <https://www.ethics.state.tx.us/filinginfo/1295/>

A copy of the submitted form must be submitted to the City of Crockett before a contract is signed.