



RFP #2023-08-01

**PROFESSIONAL SERVICES FOR DIRECTOR OF TOURISM
FOR THE CITY OF ALPINE**

**Contracting Agency:
City of Alpine
100 North 13th Street
Alpine, Texas 79830
432.837.3301**

Date Issued: August 7, 2023

**Proposal due date:
September 1, 2023**

**REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES FOR TOURISM DIRECTOR FOR THE CITY
OF ALPINE
RFP #2023-08-01**

Alpine is a year-round destination for visitors. The town has an elevation of 4,475 feet, and the surrounding mountain peaks are over a mile high. The town sits on a high plateau, in the Chihuahua Desert, with the Davis Mountains to the north and the Chisos Mountains to the south. Outcrops of ancient volcanic rocks spread to the northeast. The high elevation cools the desert air in the evenings. This beautiful setting allows for visitors to choose from a wide variety of activities to entertain themselves. From local musicians, unique shopping, to historic walking tours and galleries, Alpine has something for everyone.

The purpose of this Request for Proposals (hereinafter "RFP") is a means to select an Offeror that results in the selection of the best qualified professional most suitable to the needs of the City of Alpine.

All proposals shall be received by 4:00 pm local time on September 1, 2023 at the City Hall located at 100 North 13th Street, Alpine, Texas 79830 or mailed to City of Alpine, Attention: City Secretary, 100 North 13th Street, Alpine, Texas 79830. By submitting a proposal for the requested services each firm is certifying that their proposal is in compliance with regulations and requirements stated within the Request for Proposals. Submitted proposals shall not be publicly opened. Any proposals received by the City Secretary after the time and date specified shall not be considered.

Copies of the Request for Proposal can be obtained from the City of Alpine's Web Site (www.cityofalpine.com) or in person at City Hall, 100 North 13th, Alpine, Texas 79830. Copies of the Request for Proposal will be mailed upon written request, e-mail request or telephone request to Geoffrey Calderon, City Secretary, at 432-837-3301. Email address is city.secretary@ci.alpine.tx.us.

The Proposal contents will not be read aloud. The City of Alpine reserves the right to reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous to the City of Alpine. All potential Offerors are encouraged to read this RFP carefully, especially mandatory requirements.

**CITY OF ALPINE
REQUEST FOR PROPOSAL RFP# 2023-08-01**

The City of Alpine requests qualification-based sealed proposals for Professional Services for Director of Tourism for the City of Alpine to be delivered to the City of Alpine, City Secretary, at 100 North 13th Street, Alpine, Texas 79830 on September 1, 2023 at 4:00 pm local time.

The Proposal contents will not be read aloud. The City of Alpine reserves the right to reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous to the City of Alpine. All potential Offerors are encouraged to read this RFP carefully, especially mandatory requirements.

The purpose of this Request for Proposals (hereinafter "RFP") is a means to select an Offeror that results in the selection of the best qualified professional most suitable to the needs of the City.

IMPORTANT:

The words "**SEALED PROPOSAL**" along with the **RFP NUMBER AND TITLE MUST** appear clearly on the outside sealed envelope or package of all bids. Offeror name and address shall also be included.

It is the responsibility of the prospective Offeror to review the entire Request for Proposal (RFP) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or RFP procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for due date of proposal.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING PROPOSAL SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PURCHASING AGENT IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Proposals may be mailed to: City of Alpine
 City Secretary
 100 North 13th Street
 Alpine, Texas 79830

or hand/courier-delivered to: City of Alpine
 City Secretary
 100 North 13th Street
 Alpine, Texas 79830

It is the Offeror's responsibility to see that the Proposal arrives on time.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE. Some of the delivery services do not guarantee Overnight priority delivery to the City of Alpine. If the bids are sent by mail to the City of Alpine, the Offeror shall be responsible for actual delivery of the proposal to the City Secretary office before the advertised date and hour for the opening. Bids which are delayed will not be considered and will be returned unopened.

SPECIFIC CONDITIONS

1. Proposals must be received **by 4:00 PM Friday September 1, 2023 CST**. Proposals received after the deadline will be kept on file unopened and will be opened and considered only in the event that all other proposals are deemed non-responsive.
2. Offeror shall submit one (1) original and six (6) copies of the proposal. Each proposal must contain all forms marked "PROPOSAL FORM" in this request for proposals.
3. Award will be made to the Offeror whose proposal is determined to be most professionally and technically complete. A Proposal may be modified or withdrawn prior to the established due date.
4. Proposals shall be valid for a period of sixty (60) days following the date of proposal opening.
5. Contract terms - The term of this contract shall be for two (2) years from the date of written notification of award of proposal, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the City of Alpine and the Offeror.
6. Should any Addendums to this RFP be deemed necessary between issuance of the RFP and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an Addendum requires a time extension, the proposal submission date will be changed as part of the written Addendum.
7. The Offeror will be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$1,000,000.00. The Offeror also will be required to carry Workers Compensation Insurance.
8. Proposed Dates – tentative

The City will make reasonable efforts to adhere to the schedule outlined below; however, the City reserves the right to modify the schedule if necessary and deemed to be in the best interest of the City.

Action	Responsibility	Date
Proposal issued	Contracting Agency	August 7, 2023
Deadline to submit additional written questions	Potential Offerors	August 24, 2023
Response (Addenda to written questions)	Contracting Agency	August 28, 2023
Proposal Submission Deadline	Potential Offerors	September 1, 2023
Proposal Evaluation	Contracting Agency	September 6, 2023
Tentative date of Award	Contracting Agency	September 19, 2023 – City Council Meeting
Contract Completion	Contracting Agency	TBD

Dates set forth above are subject to extension or revision as necessary in the interest of the City. All Offerors will be notified in writing if any date is delayed.

Explanation of Events:

1. Issue Proposal. This RFP is being issued by the City of Alpine. Additional copies of this RFP can be obtained from the City Secretary.

2. Pre Proposal Conference. A pre proposal conference **will not be** scheduled.

3. Deadline to submit additional written questions. Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on the Deadline to Submit Additional Written questions specified above. All written questions must be addressed to the City Secretary thru an e-mail.

4. Response to Written Questions/RFP Amendments. Written responses to written questions and any RFP Amendments will be distributed to each potential Offeror whose name appears on the procurement distribution list.

5. Submission of Proposal to the City of Alpine. One (1) original and six (6) copies of proposals must be received by the City Secretary no later than **Friday, September 1, 2023 4:00 pm CST** on the deadline for Submission of proposals to City set forth above. Proposals received after the deadline will not be accepted. Proposals must be addressed and delivered to the City Secretary at the address given above and labeled on the outside of a sealed package to clearly indicate that they are in response to this RFP. Proposals submitted by facsimile or email will not be accepted.

The date and time of receipt will be recorded on each proposal.

6. Proposal Evaluation. The evaluation of proposals will be performed by an evaluation committee appointed by the City Manager. During the evaluation period, the City Secretary may, but shall not be required to, initiate discussions with one or more Offerors for the purpose of clarifying aspects of the proposals. Discussions may not be initiated by the Offerors.

7. Contract Award. The contract(s) shall be awarded to the Offeror(s) whose proposal(s) is (are) most advantageous, taking into consideration the evaluation factors set forth in this RFP. The date of award specified above is subject to change at the discretion of the Agency.

**REQUEST FOR PROPOSALS
RFP #2023-08-01**

Professional Services for Director of Tourism

I. SCOPE

The City of Alpine requests qualification-based sealed proposals from parties interested in Director of Tourism for the City on a performance based contractual basis. The Director of Tourism will be responsible for coordination of all marketing efforts including but not limited to social media, advertising, media buying, etc which will promote tourism in the City of Alpine and to provide focused leadership among all community entities and efforts that promote tourism. The Director of Tourism will work with the Texas Association of Convention and Visitor Bureaus (TACVB) and City Manager of the City of Alpine to identify and implement policies and procedures to maximize the efficiency of budget and resources, ensure return on investment and meet the goals of the City. The Director of Tourism should be a person with an out-door active lifestyle that can interact with the various journalists, bloggers, visitors and tourists while promoting the City of Alpine.

A. Description of Duties, including, but not limited to:

- Assist in developing integrated marketing, advertising, media and public relations strategies, programs and policies.
- Prepare and manage marketing/advertising budget, reviewing and authorizing all expenditures
- Prepare quarterly reports for the City Council.
- Report to the City Manager as requested.
- Carry out or oversee development of marketing material and website with Visitor Center Staff, as well as review and oversee distribution of advertising, tourism web site, social media activity, fulfillment pieces, media releases, etc. on tourism-related subjects.
- Design and produce display advertising, tourism web presence and promotional materials.
- Oversee all HOT-funded advertising by third parties: review artwork for design, content and branding; negotiate and contract with publications; deliver finished artwork to publications; and handle all advertising invoices for payment by the City.
- Coordinate with event organizers to assist with their planning, promotional programs and any HOT-funded activities.
- Develop and implement a strategy for the recruitment of organizations/associations for workshops, seminars and/or conferences to the City of Alpine.

- Plan, organize, supervise and participate in trade shows, sales missions, and tours for journalists, agents and event planners.
- Maintain and strengthen industry knowledge by attending industry conferences and training and perform ongoing research on promotional best practices and market conditions.
- Develop and maintain relationships with hotels, restaurants and attractions.
- Develop and maintain relationships with local and regional partners, including the Alpine Chamber of Commerce, Alpine Downtown Association, Texas Mountain Trail Region, Brewster County Tourism Council, Marfa Tourism, Fort Davis Chamber of Commerce, etc.
- Represent the City of Alpine in regional co-operative promotional partnerships.

B. Knowledge, Skills and Abilities

- Application of good knowledge of creating and working within a budget.
- Application of good knowledge of public relations principles.
- Application of good knowledge of reading, interpreting, applying and explaining laws, codes, ordinances, rules, regulations, policies and procedures.
- Application of good knowledge in preparing clear and concise reports, including oral, written, and audio/visual presentations.
- Establish and maintain effective working relationships with workers, officials, customers, other city departments, and the general public.
- Knowledge of proper safety practices, procedures, and regulations applicable to work being performed.
- Skill in resolving problems or situations requiring the exercise of good judgment.
- Ability in planning and organizing work of others.
- Analyze, interpret and report research findings and recommendations.
- Skilled in operating a computer and related software applications including Microsoft Suite of products, Google applications, Word Press (or other web-building software).

C. Other Job Characteristics

- Occasionally lift and carry items up to 50 pounds.
- Occasionally work flexible hours, weekends, holidays, extended hours and mandatory overtime.
- Occasional exposure to irate members of the public.

D. Mandatory Specifications

- Attach a resume
- How the offeror define their plan for implementing the scope of work and how would they create the vision for Tourism in Alpine.

- From past experience, address successes with Tourism, ad campaign, etc. The lessons learned from the experiences described and opportunities that resurrected.
- Must be willing to relocate to the area – if necessary.
- Address how the offeror would measure the effectiveness of the proposed scope.

II. DEADLINE FOR RECEIPT OF PROPOSALS.

Sealed proposals will be accepted at the office of the City Secretary, 100 North 13th, Alpine, Texas 79830 until Friday, September 1, 2023 at 4:00 pm local time.

All proposals shall be in a sealed envelope, clearly marked RFP#2023-08-01 “**Professional Services - Director of Tourism**”. Any proposal received after the aforementioned deadline shall be returned unopened. Questions concerning this process should be directed to Geoffrey Calderon, City Secretary, at (432) 837-3301. Questions concerning scope of project should be directed to the City Manager at (432) 837-3301.

III. EVALUATION CRITERIA

A. CRITERIA AND POINT VALUES

OFFEROR: Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed. The City of Alpine will evaluate all proposals received in a timely manner, and will select a proposal which is considered to be the most advantageous to the City after considering the entire offeror’s package, based upon the following evaluation criteria: the resume and written component of items 1 through 5, for a total possible score of 100. The City will then select the top finalists (up to a total of 5 finalists) based off this score to then go through an assessment presentation and will be evaluated for a total possible score of 10.

RATING SHEET FOR: Applicant _____

	POSSIBLE POINTS	SCORE
1. Special Qualifications – Experience in the field of Tourism, educational & business background, social media experience and capacity to provide services as outlined above,	15	
2. How the offeror would develop a plan or strategy for communications and coordination with organizations involved in Tourism, City of Alpine, TAVCB, Chamber of Commerce, area hotels, etc.	20	
3. The plan for implementing the scope of work and how would they create the vision for Tourism in the City of Alpine.	30	
4. From past experience, address successes with Tourism, ad campaign, etc. The lessons learned from the experiences described and opportunities that resurrected.	20	
5. Social Media - Provide an example of a successful social media campaign created by the offeror	15	
TOTAL	100	
TOTAL	100	

COST PROPOSAL

The Cost Proposal will be used in the evaluation of the selected Proposers for the awards of the agreement. The Proposer must include a schedule of professional fees in a separate sealed envelope labeled "Cost Proposal." The schedule of professional fees must include, as a minimum, hourly rates for the personnel listed as well as reimbursable expenses including, but not limited to items such as faxes, copies, e-mails, phone calls, filings, etc."

- A. Proposals should be as specific as possible regarding the evaluation criteria.
- B. The City of Alpine also reserves the right to reject any or all proposals and to waive informalities.

IV. GENERAL INFORMATION

- A. The Offeror shall warrant that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.
- B. The State of Texas Procurement Code shall govern this procurement of professional services. This request for proposals may be canceled and any and all proposals rejected in whole or in part when it is in the best interest of the City of Alpine.
- C. The proposer is an independent contractor performing professional services for the Contracting Agency and is not an employee of the City of Alpine. The proposer, and his agents and employees, shall not accrue leave, retirement, insurance, bonding or any other benefits afforded to employees of the City of Alpine as a result of this Agreement. Relocation expenses are the responsibility of the proposer. The Proposer will be responsible for office space, all supplies and equipment necessary to perform the job.

V. TERM/CONTRACTS

Subject to funding availability, contracts awarded pursuant to this solicitation will have an initial term commencing on or about October 1, 2023 or as soon as possible thereafter, and ending on September 30, 2025 unless terminated as provided in the contract. The term of this contract shall be for two (2) year from the date of written notification of award of proposal, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the City of Alpine and the Offeror.

VI. FORM OF PROPOSALS

The City has designed the foregoing RFP for the purposes of ease to facilitate comparison and evaluation, however, offeror may submit additional information they believe enhances their capabilities, but no proposal shall be over **twenty (20)** pages. If an offeror is selected for further interview the evaluation committee may ask for additional information promoting innovative and/or creative concepts in order to achieve the desired end. Offeror must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the City, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any proposal which is unclear in any way.

A. Number of Responses

Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

B. Number of Copies

Each Offeror may submit only one (1) original with six (6) copies. Each proposal must contain all forms marked "PROPOSAL FORM" in this request for proposals.

C. Proposal Format

The proposal must be limited in format and length. All proposals must be typewritten on Standard 8 ½" by 11" paper and placed with a binder with tabs delineating each section.

The Proposal is limited to a maximum of twenty (20) pages, including title, index, etc., not including front and back covers and not including proposal forms.

D. The proposals must be organized and indexed in the following format and must contain, as a minimum all listed items in the sequence indicated:

1. Cover Letter

a. Cover Letter – (One page maximum) each proposal must be accompanied by a Cover letter. The Cover letter shall identify the Offeror as follows:

- Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
- Identify the names, titles, and telephone numbers, fax and e-mail address of persons to be contacted for clarification questions regarding this RFP;
- Explicitly acknowledge that there is no guarantee of any resultant work under this contract.
- Be signed by a person authorized to contractually obligate the Offeror;
- Acknowledge receipt of any and all amendments to this RFP

2. Companies response to specified scope of service and evaluation criteria.

- a. Response to Special Qualifications – resume
- b. How the Offeror would develop a plan or strategy for communications and coordination's with organizations involved in Tourism, City of Alpine, TACVB, hotels, etc.
- c. How the Offeror define their plan for implementing the scope of work and how would they create the vision for tourism in the City of Alpine.
- d. Response to Past experience
- e. Social Media: Provide an example of a successful social media campaign

E. Request for Taxpayer Information - W-9 form – A completed, signed W-9 form

Any proposal deemed non-conforming by the Evaluation Committee in regard to format will be considered non-responsive. Offeror shall contact the City Secretary to clarify any questions concerning format to submission. Proposals received after the deadline, are non-responsive. If any proposal submitted is deemed non-responsive, the offeror will be notified in writing of such determination.

EVALUATION AND ASSESSMENT CENTER

A. CRITERIA FOR AWARD

An evaluation committee will review and evaluate all replies and detailed proposals. The evaluation committee will have only the response to this solicitation to review for selection of finalists and therefore, it is important that Offeror emphasize specific information considered pertinent to the services to be provided as identified in this Request for Proposal. The evaluation committee will make a recommendation to City Council

B. EVALUATION AND ASSESSMENT CENTER

1. Copies of proposals will be provided to each member of the committee. The evaluation committee shall score each proposal independently and submit their individual scoring to the City Secretary. After the scoring is tabulated and finalized, the evaluation committee will make a recommendation to Council.
 - The RFP outlines the City's Tourism Director Summary and it is our intent to clarify in detail the scope of services, project schedules, additional requirements and agreement format during contract negotiations.

GENERAL CONDITIONS

1. Until the final award by the City of Alpine City Council, the City reserves the right to reject any or all submittals, to waive technicalities, to re-advertise or to otherwise proceed when the best interest of the City will be realized.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, contact the City of Alpine at 432-837-3301 prior to the proposal opening. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the bid specifications or RFP package MUST be answered by the City Secretary or designee. Questions answered by any other person or City official shall be considered completely non-applicable to the legal provisions of this Proposal, except as specifically authorized by the City Manager.

Prior to, and after submittal of proposal, prospective Offerors shall not make contact with any official or staff member regarding this RFP, other than contact to obtain a copy of this RFP. The only approved contact shall be with the below referenced staff. Offerors making contact with any other City official, evaluation committee member, or City employees regarding this RFP may be disqualified.

Questions and/or suggestions concerning this RFP may be directed to:

Geoffrey Calderon – City Secretary 432-837-3301
Megan Antrim – City Manager 432-837-3301

3. All information contained in the proposal response must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the Offeror and the required information must be provided. The contents of the proposal submitted by the successful Offeror of the RFP will become public record upon award, and may become a part of any contract approved as a result of this solicitation. An Offeror may submit an amended proposal before the due date and time. Any amended proposal must be complete, as it will be substituted for the earlier proposal(s). Any amended proposal must be clearly identified as such in the transmittal letter.
4. A public log will be kept of the names of all Offerors who submit proposals. The contents of the proposal submitted by the successful Offeror will become public record upon award and may become a part of any contract approved as a result of this request for proposal. Proposals are subject to provisions of State Law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the City Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The City will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted the words “proprietary” or confidential”. Confidential data is normally restricted to confidential financial information concerning the Offerors’ organization and data that qualifies as a trade secret. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the City Secretary shall examine the Offerors submittal and make a written determination specifying which portions of the proposal should be disclosed. Unless the Offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
5. Any pages marked “**PROPOSAL FORM**” included in this request for proposals packet shall be completed and *submitted as part of the proposal*.
6. Addendum: A written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals. Copies of addenda will be made available for inspection wherever Request for Proposal is on file for that purpose. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals. The Offeror shall acknowledge each addendum on the information form contained in this RFP packet. Verbal responses and/or representation are not acceptable.
7. Payment Terms: For all purchases made, payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. Payments shall be paid to Offeror on the condition that the Offeror

has accomplished the services to the satisfaction of the City. Any taxes, licenses, or other governmental fees and charges, are the responsibility of the Offeror. Invoices shall provide detailed billing for services provided no later than ninety (30) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. All invoices shall be submitted directly to the City of Alpine Finance Department at 100 North 13th Street, Alpine, Texas 79830.

8. Evaluation Committee: Proposals will be reviewed by an Evaluation committee. A recommendation will be taken before the City of Alpine Council for award(s). Once awarded, negotiations will be conducted with the successful Offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the Offeror. Otherwise, negotiations will either be conducted with each subsequent Offeror until a satisfactory contract can be established or the procurement process is terminated and a new request for proposals is initiated.
9. Indemnification: The successful Offeror expressly agrees to defend, indemnify and save harmless the City of Alpine and its agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractors of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

Proposer agrees to indemnify the City against all liability, demands, claims, suits, losses, damages, causes of action, or judgments, including costs, attorneys and witness fees and expenses incident thereto for injury to persons or property arising out of Contractor's performance of duties under this Agreement.

10. Method of Award: Award will be made to the Offeror whose proposal is determined to be most professionally and technically complete. The evaluation process may, however, include a request for additional information or an oral presentation to support the written proposal; the prices offered will be considered firm and cannot be altered after receipt of proposals. Notice is hereby given that the City of Alpine City Council reserves the right to reject any and all proposals received. Failure to submit requested information/documentation or the submission of incorrect information/documentation may result in disqualification of the proposal.
11. Commence Work: The successful Offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from the City of Alpine. The successful Offeror will perform all services indicated in the proposal in compliance with the negotiated contract. The successful Offeror must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.
12. Modifications and Withdrawal of Proposals: A proposal containing a mistake discovered before the proposal opening may be modified or withdrawn by an Offeror. Modifications must be delivered in written form in a sealed envelope prior to the due date of the proposal.

Withdrawals may be faxed to the City Secretary prior to the due date of the proposal. After the due date of the proposal, no modifications or withdrawal of proposal will be permitted.

13. Proposals Binding 60 days: Unless otherwise specified all proposals submitted shall be binding for sixty (60) calendar days following the due date of the request for proposal, unless the Offeror(s), upon request of the City Secretary, agrees to an extension.
14. Equivalency: The City hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the Offeror proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such Decisions are strictly at the discretion of the City. **Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for proposals. This sheet shall be labeled "Exception(s) to Specifications" and shall be included with proposal.**
15. Non-discrimination: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. By signing and submitting a proposal, vendor agrees to comply with this paragraph.
16. Independent Contractor: The contractor is an independent contractor performing professional services for the Procuring Agency and is not an employee of the City of Alpine. The CONTRACTOR shall not accrue leave, retirement, insurance, bonding, use of city vehicles, or any other benefits afforded to employees of the City of Alpine as a result of this Agreement. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
17. Assignment: Responding Offerors are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City of Alpine.
18. Independent Offerors: The Offeror and his agents and employees are independent Offerors and are not employees of the Contracting Agency. The Consultant and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to the employees of the Contracting Agency.
19. Funding: Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Request for Proposal.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the City under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

20. Qualification Statement: Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources,

production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals.

21. Notice of award: After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness.
22. Public Information: The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and overall evaluation scores for all proposals shall become public information. Individual scores and rankings by each committee member shall be confidential to protect the integrity of the evaluation committee.
23. Technical Irregularities: The City of Alpine shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services.
24. Responsible Offeror: If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the City Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror. Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made.
25. Licenses: Offeror shall maintain in current status all Federal, State and Local Licenses and permits required.
26. Availability: This Proposal is available for use by all City of Alpine departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s).
27. Offerors shall have no claim against the City for failure to obtain information made available by the City which the Offeror could have remedied through the exercise of due diligence.
28. Signing of proposals and authorization to negotiate: The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the City in connection with this RFP.
29. Subcontractors: The Offeror shall not subcontract any portion of the services to be performed under this request for proposal without written approval from the City of Alpine.
30. Notice of Contract Requirements binding on Offeror:
 - A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of these Request for Proposals.
 - B. Laws and Regulations: The Offerors attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.
31. Rejection or Cancellation of Proposals: This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the

Contracting Agency. A determination containing the reasons therefore shall be made part of the project file.

32. Laws and Regulations: This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of Texas and the laws, ordinances, rules and regulations of the City of Alpine. The City also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of Texas and the City of Alipne.

Compliance with Laws. In performing the services hereunder, Contractor shall ensure that its employees and subcontractors comply with all applicable laws and regulations.

33. Ownership of Documents: All materials, work papers, meeting notes, design documents, or other documents and information, including without limitation, data bases, and all related data base programming, produced by the contractor shall be the property of the City. All documents submitted in response to this RFP shall become property of the City. Any technical or user documents submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

The Contractor shall maintain complete and accurate financial records of all fund raising and each and every expenditure made under this Agreement and upon request by the City shall make available for inspection by the governing body of the City or its designated agent all of Contractor's financial records with respect to this project within ten days of the date of request.

34. Severability: If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

35. Benefit: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

36. Governing Law: This Agreement shall be governed and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of Texas. Any suits or claims arising out of this Agreement shall be filed in Brewster County, Texas.