

# INVITATION TO BID/ REQUEST FOR PROPOSAL

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.

**SEALED BID/PROPOSAL • DO NOT OPEN**

**SOLID WASTE DISPOSAL &  
RECYCLING SERVICES**

**OPENING: March 7, 2025**

**AWARDING BID: MARCH 18, 2025**

For information contact:

Lauren Grayson

(979)233-2700

[Jc.cityhall@coastal-link.net](mailto:Jc.cityhall@coastal-link.net)

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Bids/Proposals must be addressed to:**

Village of Jones Creek

Attn: Bids/Proposals

7207 Stephen F. Austin

Jones Creek, TX 77541



**REQUEST FOR PROPOSALS (RFP)  
SOLID WASTE COLLECTION, DISPOSAL, & RECYCLING SERVICES**

The Village of Jones Creek is now accepting sealed proposals for Solid Waste Disposal & Recycling Services.

**DEADLINE:** Sealed proposal submittals must be received by 2:00 p.m., CST, March 7, 2025. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

**MARK ENVELOPE – SOLID WASTE COLLECTION, DESPOSAL, & RECYCLING SERVICES**

**DELIVERY ADDRESS:** Please submit one (1) marked original along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with “SOLID WASTE RFP” and description to:

Village of Jones Creek  
City Secretary Office  
7207 Stephen F. Austin  
Jones Creek, TX 77541  
Monday – Friday: 8:00 am to 5:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

**POINT OF CONTACT:** All inquiries regarding this RFP must be made, in writing, to Lauren Grayson, City Secretary, at [jc.cityhall@coastal-link.net](mailto:jc.cityhall@coastal-link.net). The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The Village of Jones Creek reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

**Deadline for submission of questions is February 21<sup>th</sup>, 2025, at 2:00 p.m.**

Release Date: 1/30/2025



## Village of Jones Creek Solid Waste Collection, Disposal, & Recycling

### 1. Introduction:

The Village of Jones Creek is soliciting proposals from interested and qualified firms for services for residential and commercial waste collection, recycling, transport, and disposal of municipal solid waste, including bulky waste from within the city limits to a disposal or processing site identified by the Applicant. The proposal shall include the cost of collection, recycling, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment. It is the intent of the City to select a single firm to accomplish all services outlined in the RFP.

#### 1.1 Clarification and Interpretation of RFP

- 1.1.1 The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirements will be grounds for rejection of the proposal.
- 1.1.2 The City desires to avoid misunderstanding where it is assumed that a feature is included in the proposal and turns out to be optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

#### 1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

### 2. Background Information:

#### 2.1 Location

The City serves an area of approximately five (5) miles along State Highway 36 and is about two (2) miles wide with a population of approximately 2,000 and is located in southern Brazoria County, 60 miles south of Houston, and approximately ten (10) miles from the Gulf of Mexico.



2.2 City Infrastructure

The City is organized into four (4) departments and provides a full range of municipal services to its citizens including police services, municipal court facilities, the construction and maintenance of streets, drainage and other infrastructure, recreational activities, and other various cultural and civic activities. The City utilizes the services of a contractor in order to provide solid waste collection services and with the potential to provide residential recycling.

2.3 Solid Waste Collection, Recycling, & Disposal

The Village of Jones Creek (“the City”) is requesting proposals from interested and qualified contractors (“Applicants”) to provide the City with residential and commercial solid waste collection, recycling, transport, and disposal or processing (“Project”) within the city limits.

**3. Scope of Work:**

3.1 General

The City Council is dedicated to responsive and customer-focused solid waste services for the citizens of Jones Creek. The Village of Jones Creek is interested in proposal from companies with strong commitment to excellent customer service, which will work well with the City Council, and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer-focused, responsive, innovative, friendly, and committed to offering Jones Creek resident’s quality service. The City desires a vendor that demonstrates quality management driven by value and a strong work ethic, not necessarily the least expensive provider.

Specifically, Applicant requirements include:

1. Provide an efficient and economical once weekly service of curbside collection of solid waste for all residential and commercial customers within the City Limits;
2. Collect and transport solid waste from all residential and commercial customers within the Village of Jones Creek to the Applicant’s designated disposal site, which must be a properly licensed waste disposal facility;
3. Collect and transport heavy trash, once a month, including but not limited to, vegetative debris, furniture, fencing and non-hazardous construction debris up to 4 square yards; and,
4. Maintain a positive communications with the City and the customer.

Specifically, Applicant responsibilities include:

1. Leave waste containers (including the lids) on the side of the streets in an upright fashion;



2. Ensure no loose trash in the streets or yards of customers (i.e. if trash falls out of the cans or the trucks during collection, the applicant will pick up the litter);
3. Maintain a consistent route schedule (which is kept on file with the City) so that customers can expect their garbage to be picked up at approximately the same time each day of service;
4. Inform the City Secretary or his/her designee of any event (including, but not limited to: equipment failure, manpower shortage, icy weather, and flood) which may delay in the pick-up of solid waste by more than two (2) hours on any scheduled day;
5. Be responsive to customer complaints and concerns;
6. Treat customers with respect and with top priority;
7. If an Applicant missed pick-up, the Applicant will be required to provide documentation as to why the specific location was missed. If documentation cannot be provided within one (1) business day, the Applicant must return within 24 hours to pick up waste; and,
8. Provides and requires professional uniforms and appearance for all personal that drive the truck and collect solid waste.

**4. Contract Terms and Conditions:**

**4.1 General**

This contract is for a two (2) year initial term, with two (2) one-year renewal terms available upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than 60 calendar days prior to the expiration date of the currently expiring term. Contractual provisions within any proposal requiring a longer advance notice of intent not to renew other than the 60 days stated herein, and/or financial penalties for non-renewal will not be acceptable to the City. Additionally, any “evergreen” renewal provisions contained in vendor-provided agreements to their proposal, beyond the four (4) year maximum term stated herein, will not be acceptable to the City. Refusal by a proposer to amend any of the prohibited provisions described in this section may be grounds for rejection of the subject proposal.

**4.2 Indemnification**

It is understood that any resulting contract executed will contain the following language:

“It is further agreed that the firm (separately and collectively the “Indemnitee”) shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury



to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits and liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.”

#### 4.3 Release

It is understood that any resulting contract executed will contain the following language”  
“The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm’s work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.”

### 5. Instructions to Bidders:

#### 5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the Village of Jones Creek.

**The Village of Jones Creek requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the**



proposal as requested may result in the disqualification of the proposal. ***It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents.*** Proposals shall have 1” margins and be single-sided, single spaced, using Times New Roman 12-point font. All pages of the proposals must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

## 5.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

**Request for Proposals Issued: January 30<sup>th</sup>, 2025**

**Deadline for Submitting Questions: February 21<sup>st</sup>, 2025, at 2:00 p.m.**

**Proposal Submission Deadline: March 7<sup>th</sup>, 2025, at 2:00 p.m.**

## 5.3 Statement of Compliance

By submission of a response to this RFP, the proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

## 5.4 **TAB A** – Qualifications

- 5.4.1 Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm.
- 5.4.2 Provide a list of all management, supervision, labor, transportation and equipment necessary to provide solid waste collection, disposal, and recycling services.
- 5.4.3 Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc.

## 5.5 **TAB B** – Experience

- 5.5.1 Number of solid waste contracts your firm currently has within a 250 miles radius of the Village of Jones Creek.
- 5.5.2 Describe the experience of the firm in the last sixty (60) months in performing solid waste services in similar size and scope.

## 5.6 **TAB C** – Project Methodology



- 5.6.1 Provide a work plan that describes the firm’s methodology, including a detailed project plan, based on prior experience with debris monitoring.
- 5.6.2 The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City’s overall goals.
- 5.6.3 Work plan shall clearly distinguish the firm’s duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

**5.7 TAB D – Pricing and Fees**

- 5.7.1 The proposals shall provide a breakdown of all potential costs (i.e., applicable hourly rates, cart rates, travel rates, tipping fees, etc.) This is including, but not limited to, additional pick up days per week.
- 5.7.2 The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

**5.8 TAB C – References**

- 5.8.1 Include names and telephone numbers of persons whom the Village of Jones Creek can contact for references regarding the firm’s past performance on similar projects.

**5.9 TAB D – Conflict of Interest**

- 5.9.1 Provide a complete copy of the Conflict-of-Interest Questionnaire (Form CIQ)  
The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Village of Jones Creek, including affiliations and business and financial relationships such persons may have with the Village of Jones Creek officers. The form can be located at the Texas Ethics Commission website:  
<https://www.ethics.state.tx.us/>

By doing business or seeking to do business with the Village of Jones Creek including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.





**Any information provided by the Village of Jones Creek is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.**

**6. Proposal Evaluation Process**

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100-point scale and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:

- 6.1.1 **Qualifications – 25 pts.**
- 6.1.2 **Experience – 25 pts.**
- 6.1.3 **Project Methodology – 20 pts.**
- 6.1.4 **Pricing and Fees – 20 pts.**
- 6.1.5 **References – 10 pts.**

6.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).

6.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue an agreement is reached with a qualified Vendor.

6.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

6.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.



The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



**PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT**

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City Representatives and noted on the bid submitted.

Proposers guarantees product offered will meet or exceed specifications identified in this RFP.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_

**Proposer must fill in and sign:**

NAME OF FIRM/COMPANY: \_\_\_\_\_

REPRESENTATIVE'S NAME: \_\_\_\_\_

REPRESENTATIVE'S TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, & ZIP: \_\_\_\_\_

PHONE & FAX NUMBERS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**TERMS AND CONDITIONS:**

**MULTIPLE CONTRACTORS:** The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the Village.

**DOCUMENTATION:** Respondent shall provide with this response all documentation required by the RFP. Failure to provide this information may result in rejection of proposal.

**TAX EXEMPTION:** The City is not liable to respondent for any federal, state, or local taxes for which the Village is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code.) Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the Village at the request of the respondent.

**DISCUSSIONS:** Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

**BEST AND FINAL OFFER (BAFO):** In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

**EVALUATION PROCESS:** It is the City's intent to enter into a contract with a Vendor that offers the "best value" for the desired project. After receipt of the proposals, Village of Jones Creek will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent and will enter into contract negotiations.

**COST TO SUBMIT:** The Village of Jones Creek will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

**INSURANCE REQUIREMENTS:** Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Contract has been accepted by contractor.



1. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
2. Employers Liability Insurance protecting contractors against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00
3. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence, \$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
4. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
5. Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or a surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

**ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Village of Jones Creek. Any changes to specifications will be made in writing and posted on the City's website at [www.villageofjonescreektexas.com](http://www.villageofjonescreektexas.com) . Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

**LATE PROPOSALS:** Proposals received by the City after the submission deadline will be considered void and unacceptable. Village of Jones Creek is not responsible for lateness or non-delivery or mail, carrier, etc. The date/time stamp at the City Secretary's desk at the Village of Jones Creek, City Hall shall be the official time of receipt.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**AWARD:** The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals. The City reserves the right to award primary, secondary, and tertiary contracts at their discretion.

**Because the City is a governmental entity that must follow State and Federal laws and has an obligations to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the**



**terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.**

**CONFLICTING PROVISIONS:** The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

**PAYMENT PROVISIONS:** The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2252, Texas Government Code.

**LIABILITY AND INDEMNITY:** Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

**CONFIDENTIALITY:** Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 522, Texas Government Code)

**CONTRACTUAL LIMITATIONS PERIOD:** Any provision of the contract that establishes a limitation period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**GOVERNING LAW AND VENUE:** Texas law governs this contract and any lawsuit on this contract must be filed in a court that had jurisdiction in Brazoria County, Texas.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle, Chapter 171.

**ETHICS:** The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the Village of Jones Creek. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Village of Jones Creek, including affiliations and business and financial relationship such persons may have with the Village of Jones Creek officers. By doing business or seeking to do business with the Village of Jones Creek, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.



Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

**PURCHASE ORDER:** Village of Jones Creek may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. The Village of Jones Creek will not be responsible for any orders placed and/or delivered without a valid purchase order number.

**DELIVERY:** Any delivery and freight charges (FOB Village of Jones Creek designated location) are to be included in the proposal price.

**INVOICES:** Submitted for payment shall be addressed to: The Village of Jones Creek, 7207 Stephen F. Austin Rd, Jones Creek, TX 77541, and shall reference the Village of Jones Creek approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

**WARRANTY:** Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the Village of Jones Creek from claims involving infringements of patents and/or copyrights.

**TERMINATION OF CONTRACT:** The Village of Jones Creek reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that the Village of Jones Creek may have in law or equity. Respondent, in submitting this proposal, agrees that the Village of Jones Creek shall not be liable to prosecution for damages in the event that the Village declares the respondent in default.

**TERMINATION FOR CONVENIENCE:** The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

**NOTICE:** Any notice provided by this RFP or required by law to be given to the successful respondent by the Village of Jones Creek shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Jones Creek, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the Village of Jones Creek.

**INTERLOCAL AGREEMENT:** Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take



advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into join Purchasing Interlocal Cooperation Agreements with the Village of Jones Creek.

**CONTINGENCIES:** Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

**CERTIFICATE OF INTERESTED PARTIES:** Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a *Certificate of Interested Parties (Form 1295)* at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the Council. Form 1295 must be filed electronically with the Texas Ethics Commission using online filing application located at: <https://www.ethics.state.tx.us/File/>

**PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** Per Government Code Chapter 2253. Bonds. If the contract exceeds fifty thousand dollars (\$50,000) a payment bond is required. If the contract exceeds one hundred thousand dollars (\$100,000) a performance bond is required. Performance and Payment Bonds shall be furnished on prescribed forms in the amount of one hundred percent (100%) of the contract price with cooperate surety duly authorized to do business in the State of Texas. Attorneys-in-fact who sign Bonds must file with each bond a certified and effective date copy of their Power of Attorney.

**BID SECURITY:** Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certified Check or Cashier's check payable without recourse to the Village of Jones Creek, TX, or a bid bond with corporate surety authorized to conduct business in Texas. Said security shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid within sixty (60) days after the date of the opening of the bids; that if a bid is accepted, the bidder will enter into a formal Contract with the OWNER, furnish bonds and insurance as may be required and commence work at the specific time, and that in the event of the withdrawal of said bid within said period, or the failure to enter into said Contract, furnish said bonds and insurance and commence work within the time specified, the Bidder shall be liable to the OWNER for the difference between the amount specified in the bid in the amount for which the OWNER may otherwise procure the required work. Checks of all except the three lowest responsible Bidders will be returned when award is made; when the Contract is executed, the checks of the two remaining unsuccessful bidders will be returned; that of the successful Bidder be returned; that of the successful Bidder be returned when formal Contract, bonds and insurance are approved, and work has commenced within the time specified.