

**REQUEST FOR PROPOSALS (RFP)**

**For**

**2022-2023 Funding Cycle Projects**

RFP# 2022-2023-1

**Issue Date: September 1, 2022**

**Responses must be received BEFORE:**

**October 17, 5:00 P.M. C.S.T**

Contact Person: Steven J. Raabe, P.E.

 Trustee

 Email: trustee@mbmTrust.com

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# NOTICE TO RESPONDENTS

REQUEST FOR PROPOSALS

**#** 2022-2023-01

The Matagorda Bay Mitigation Trust (Trust) invites qualified governmental and non-profit entities to submit a proposal for:

2022-2023 Funding Cycle Projects

**TO FUND ENVIRONMENTAL MITIGATION PROJECTS,**

**STUDIES AND INITIATIVES IN THE MATAGORDA BAY**

**AND SAN ANTONIO BAY ECOSYSTEMS**

Electronic responses addressed to the Trustee must be received **BEFORE** **October 17 at 5:00 PM, C.S.T,** at <https://www.mbmtrust.com/rfps/> . All Responses must be in the Trust’s possession on or before the scheduled date and time (no late responses will be considered). **The Trust will only accept electronic deliveries.**

**The RFP documents can be obtained** at <https://www.mbmtrust.com/rfps/>**.**

Be advised that your entity may download the documents from Trust’s web page at <https://www.mbmtrust.com/rfps/> to review the documents. Any changes/additions via addendum can be accessed by your entity at this site. Any questions in reference to this RFP should be directed to the Trustee at trustee@mbmTrust.com .

The contract will be awarded to the Respondent(s) on the basis of the effectiveness of addressing the Funding Priorities, demonstrated competence, and qualifications to perform the project for a fair and reasonable price.

The Trust reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, accept the response or portions of the response determined to be the best value and most advantageous to the Trust, and hold the responses for a period of 120 days without taking action. Respondents are required to hold their responses firm for the same period of time.

**Electronic Submissions (PDF file size limit: 15MB):**

Attn: Trustee

<https://www.mbmtrust.com/rfps/>

**LABELING INSTRUCTIONS:**

**MATAGORDA BAY MITIGATION TRUST**

**REQUEST FOR PROPOSALS**

**2022-2023 Funding Cycle Projects**

**#** 2022-2023-01

# PART I -REQUIREMENTS FOR RESPONSES

## INTRODUCTION

The mission of Matagorda Bay Mitigation Trust is to support and fund environmental mitigation projects, studies, and initiatives in the Matagorda Bay and San Antonio Bay ecosystems. Its funding comes from the settlement of a July 31, 2017 federal Clean Water Act lawsuit filed by San Antonio Bay Estuarine Waterkeeper and S. Diane Wilson against Formosa Plastics, Corp. alleging illegal discharges from Formosa’s plant located in Point Comfort, Texas.

The Trust is requesting submissions for projects from government(s) and/or non-profit entity(ies) with considerable experience in providing governmental and/or project delivery services. The responses shall be submitted to the Trust electronically as a PDF file at

<https://www.mbmtrust.com/rfps/>**.**

The awarded government(s) or non-profit entity(ies) shall possess a proven track record of using innovative approaches to providing project services. The awarded government(s) or non-profit entity(ies) shall have the ability to accomplish all aspects of the propose projects. The awarded government(s) or non-profit entity(ies) should be able to provide innovative methods to deal with challenges and provide effective solutions.

## FUNDING PRIORITIES

The purpose of this mitigation program is to research, protect, and restore the waterbodies and surrounding ecosystems of the Matagorda Bay and San Antonio Bay Systems or the river deltas feeding into those systems. The Trust is soliciting proposals for projects for the benefit of these waterbodies and the public, generally for the following priorities:

* Youth Camps focused on environmental education
* Public Education regarding the waterbodies and surrounding ecosystems
* Public Access Improvement, physical or visual
* Purchasing land for conservation purposes, in order to reduce runoff and other pollution
* Environmental Research
* Environmental Advocacy, except for litigation
* Habitat Restoration

## SERVICE DESCRIPTION

The Trust is seeking proposals for the **2022-2023 Funding Cycle Projects**.

The Trust desires to fund government(s) and non-profit entity(ies) to implement projects that support the Funding Priorities. The successful Respondents may self-perform and/or subcontract a portion of the work proposed in the project.

The personnel and subcontractors that the Respondent provides must be proficient in the assigned task. The Respondent must be responsive to the work as proposed and meet the specified project schedules. The Respondent must be able to communicate well with external agencies and the Trust.

The projects shall be accomplished per the RFP documents and all exhibits and Attachments identified in the table of contents.

## MINIMUM QUALIFICATIONS

The following minimum requirements must be demonstrated in order for the submission to be **considered responsive** to the Trust. Any submission received, which is determined to not meet these mandatory requirements may be immediately disqualified and rejected as non-responsive.

* Project must address one of the Funding Priorities.
* Experience providing products or services of similar complexity and magnitude.
* If the project involves engineering, architecture or landscape architecture, a licensed professional certified in the State of Texas in good standing with no debarments or discipline actions, must be assigned to project team.
* If the project involves engineering, Engineering Firm must have a Firm Registration number issued by the Texas Board of Professional Engineers with an active status.
* Submittal documents including a cover sheet, Application, Attachments A-B, per the method described in Section 11. SUBMISSION FORMAT.

## SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this RFQ

Issue RFP: 09/01/2022

Deadline for Submission of Questions: 10/10/2021 at 11:00 AM CST

Deadline for Submission of Responses: 10/17/2022 before 5:00 PM CST

The Trust reserves the right to change the dates and times indicated above.

## PRE-SUBMITTAL CONFERENCE

There will be no pre-submittal conference for this RFP.

## CONTRACT TERM

A contract awarded in response to this RFP will be for up to a three (3) year period. The Trust shall have the option, but not the obligation, to unilaterally extend the term due to extenuating circumstances, provided both parties are in mutual agreement. All contract extensions shall be in writing and signed by the Trustee. However, the Trust may not extend a contract at any time if funds are unavailable, withdrawn, not approved or service is unsatisfactory.

## PRICING

The Trust will select a Respondent on the basis of demonstrated competence and qualifications to perform the services and the effectiveness that the project addresses the selected Funding Priority.

The maximum anticipated single project award amount is $500,000.00. There is no match requirement but matching funds, in the form of in-kind services or cash, are desirable.

The negotiated prices will remain firm for the entire contract period, including any periods of extension.

## ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda) and will be posted at <https://www.mbmtrust.com/rfps/>. Any Respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Trustee. At the request of the Respondent, or in the event the Trustee deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Trustee. Such addendum will be posted with the original RFP at <https://www.mbmtrust.com/rfps/> and will become part of the RFP package having the same binding effect as provisions of the original RFP. It shall be the Respondent(s)’s responsibility to ensure that they have received all Addenda in respect to this RFP. Furthermore, Respondents are advised that they must acknowledge receipt of and comply with each Addendum. Respondent(s)’s signature on Addenda shall be interpreted as the Respondent’s recognition and compliance to official changes as outlined by the Trust and as such are made part of the original RFP documents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at <https://www.mbmtrust.com/rfps/>. No verbal explanations or interpretations will be binding. The Trust does not assume responsibility for the receipt of any addendum by Respondents.

The Respondent shall properly acknowledge all addenda in the spaces provided in the Acknowledgment (Attachment B).

## SUBMITTAL INSTRUCTIONS

Respondent shall submit one (1) original signed document electronically. Proposals must be received through the Trust’s website <https://www.mbmtrust.com/rfps/> no later than the published date and time stated in this RFP. Submittals sent by facsimile, USPS mail or private courier will not be accepted. Any submittal or modification received after this time shall not be considered. Respondents should strive for early submission to avoid the possibility of rejection for late arrival. Respondents will be notified if their proposal is rejected due to late submission.

Each Respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. The Trust is not responsible for delays or technical issues, internal or external, that may result in the submission arriving after the set time.

All submissions shall be opened in a manner that avoids disclosure of the contents to competing Respondents and keeps the responses secret during negotiations. **A public opening will not be conducted with this process.**

## SUBMISSION FORMAT

Each submittal shall be typewritten, single spaced and submitted on 8 ½” x 11” white paper format. Font size shall be no less than 12-point type for all items and may be in full color. All pages shall be numbered and should be formatted to be printed two-sided. Margins shall be no less than 1” around the perimeter of each page. Submittals shall include, but not limited to: coversheet, Application, attachments, resumes, section dividers, and organization chart. Websites or URLs shall not be submitted in lieu of the electronic submission.

Each submittal must include the sections and attachments in the Application, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. If Respondent is proposing as a team, provide the same information for each member of the team. The electronic submittal should be submitted in Adobe PDF as one file and shall not exceed 15MB in order to be accepted by the Trust’s website.

Submission shall be in the following order:

1. COVER SHEET: including RFP number and name, respondent name, address, contact phone, fax, website and email address.
2. APPLICATION: Please fill out all sections of the Application using additional pages if necessary.
3. RFP PACKET ATTACHMENTS:

Attachment A – Exception Form

Attachment B – Acknowledgment

1. SPECIAL DOCUMENTS
2. Engineering Firm Registration number issued by the Texas Board of Professional Engineers with an active status, if engineering services are needed on the project.

## PREPARATION OF RESPONSE

Responses **MUST** give full name and address of Respondent, and be signed in the Acknowledgment, Attachment B. Failure to do so will disqualify your submittal. The person signing the response must show title or **AUTHORITY TO BIND RESPONDENT IN A CONTRACT**. Entity name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether government or corporation, shall also be stated in the submittal. A corporation shall execute the submittal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. The place of domicile of each Respondent, or the office address in the case of a government or corporation, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this submittal will be at the sole expense of the Respondent.

## WITHDRAWAL

Responses may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the Trustee. No response may be withdrawn after the published submittal deadline without approval by the Trust.

1. **TIME ALLOWED FOR ACTION TAKEN**

The Trust may hold proposals for 120 days after the submittal deadline without taking action.

1. **ALTERATIONS/AMENDMENTS TO RESPONSES**

Responses CANNOT be altered or amended after the submittal deadline. Alterations made before the submittal deadline must be in writing and signed by Respondent guaranteeing authenticity.

## INTERPRETATIONS

Any questions concerning the requirements or scope of work with regards to this RFP shall be directed to the Trustee for interpretation. Such interpretations, which may affect the eventual outcome of this RFP for Respondents, shall be made available to all prospective Respondents via Addendum posted on the website. No interpretation shall be considered binding unless provided in writing by the Trust in accordance with paragraph entitled **“Addenda and Modifications”**.

## EVALUATION PROCEDURES

The Trust’s Selection Committee will conduct a comprehensive, fair and impartial evaluation of all submittals received. Each submittal will be analyzed to determine overall responsiveness to the Trust’s funding priorities and professional qualifications and relative experience. The Trustee reserves the right to contact any Responder, at any time, to clarify, verify or request information with regard to any response. The evaluation process consists of three steps:

**Step 1:** The Trust will evaluate the submittal in accordance with the selection criteria and will rank the proposals on the basis of the submittals. The Trust may elect, at its sole discretion and without obligation, to conduct oral discussions, request clarifications, and presentations concerning the project approach and ability to furnish the requirements during the evaluation process, and rescore submittals based upon the interviews/presentations. The Trust reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below:

1. **Project need and justification** **(FACTOR: 20%)**
2. **Methodology (FACTOR: 20%).**
3. **Potential benefit of project (FACTOR 20 %)**
4. **Longevity of project benefits** (**FACTOR: 20%).**
5. **Project impact (FACTOR 20%)**

**Step 2:** Upon final evaluation and scoring, the Trust will proceed to negotiate a contract with the Respondent(s) for the selected project(s).

**Step 3:** Contract execution for the selected project(s).

## RIGHT TO REJECT/ AWARD

The Trust reserves the right to reject any or all responses, to waive any or all formalities or technicalities, and to make such awards of contract(s) as may be deemed to be in the best interest and most advantageous to the Trust, considering the relative importance and other evaluation factors specified herein.

## RESTRICTIONS ON COMMUNICATION

Respondent(s) are prohibited from communicating with the Trust Selection Committee members regarding the RFP or submittals from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or submittal by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s submittal from consideration.

Exceptions to the restrictions on communication with the Trust include:

1. Respondents may submit clarification requests via email to the contact below.
2. Respondents may be asked to provide responses to questions asked of them by the Trustee after submittals are received and opened. The Trustee may request clarification to assist in evaluating Respondent’s response. The information provided is not intended to change the response in any fashion. Such additional information must be provided within two (2) business days from the Trustee’s request. Respondents may also respond to requests by the Trustee for best and final offers, which do allow Respondents to change their response. Requests for best and final offers will be clearly designated as such.

Respondents shall direct all inquiries and communications concerning this RFP to the Point of Contact(s) listed below:

Steven J. Raabe, P.E.

Trustee

trustee@mbmTrust.com

## INVITATION FOR RESPONSES PREPARATION COSTS

Issuance of this RFP does not commit the Trust, in any way, to pay any costs incurred in the preparation and submission of a response. All costs related to the preparation and submission of this RFP shall be borne by the Respondent.

## DEVIATION FROM SPECIFICATION/ REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the RFP requirements/ specifications or the Trust’s standard contract terms and conditions must be clearly indicated in Attachment A, on a point-by-point basis, attached to and made a part of your response. If no exceptions are noted, and you are the successful Respondent, the Trust will require that the project(s) be performed as specified.

Respondents shall itemize all exceptions on Attachment A. Additional pages may be added as necessary. **Do not mark or change the text of the RFP document, exceptions shall be noted only on Attachment A.**

## ACKNOWLEDGEMENT - ATTACHMENT B

Submit a signed acknowledgement by authorized agent of the Respondent.

## CONTRACT

The successful Respondent will be required to execute a contract using the Trust’s current standard terms and conditions. A copy is available on the Trust’s Website <https://www.mbmtrust.com/rfps/> . If the successful Respondent has previously contracted with the Trust then that negotiated contract form will be the basis for contracting with that successful Respondent for project(s) awarded under this RFP. Please indicate on Attachment A whether the successful Respondent is willing to contract with the Trust using a previously negotiated contract form in lieu of listing exceptions to the standard contract terms and conditions.

# PART II –PROJECT REQUIREMENTS

## DELIVERABLES REQUIRED UPON PROJECT COMPLETION

Deliverables will be determined based on the project selected. Examples of deliverables that Respondents may be expected to submit are:

1. Detailed design plans and specifications for construction
2. Preliminary engineering (study phase) reports
3. Environmental, archaeological, and analysis reports
4. Final study reports
5. Interim progress reports
6. All files and data associated with developing the deliverables, including GIS and CADD data

## PERFORMANCE MEASURES

The successful Respondent will:

1. Submit deliverables by the deadlines agreed to in the project schedule
2. Submit monthly progress reports listing work performed for that month, invoice amount, work anticipated the next month and an updated schedule
3. Develop and adhere to a schedule of major milestones
4. Develop and adhere to a schedule of deliverables
5. Ensure quality deliverables are produced within the project budget
6. Clearly and expeditiously communicate with the Trustee.
7. Collaborate with the Trustee if challenges arise to develop solutions that keep the project on schedule and budget
8. Create and submit to the Trustee planning and project evaluation/progress meeting minutes within 48 hours of such meetings.

# PART III –TERMS AND CONDITIONS

## INSURANCE

The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below:

|  |  |
| --- | --- |
| Professional and D&O Liability | $1,000,000/$2,000,000 |
| General Liability (Premises Operations)Workers Compensation | $1,000,000/$2,000,000Employers’ Liability - $1,000,000 |
| Automotive Liability | $1,000,000 Combined Single Limit |

To the extent allowed by law, the Trust shall be named as an additional insured and provide a Waiver of Subrogation in favor of the Trust, its officials, agents, employees and volunteers.

## SUBSTITUTIONS/CANCELLATIONS

No substitutions or cancellations are permitted without the prior written approval of the Trust.

## INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the Trust is contracting with the successful Respondent as an independent contractor. The parties hereto understand and agree that the Trust shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind the Trust.

## ASSIGNMENT

Respondents are advised that the Trust shall not allow the successful Respondent to sell, assign, transfer, or convey any part of any contract resulting from this response in whole or in part, to a third party without the prior written approval of the Trust.

## AGREEMENT TO HOLD HARMLESS AND INDEMNIFICATION

To the extent allowed by law, the following is required for all entities contracting with the Trust.

1. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION TO THE EXTENT ARISING FROM THE MISCONDUCT, NEGLIGENCE, OMISSIONS, OR RECKLESS ACTS OF RECIPIENT OR ITS EMPLOYEES, OFFICERS, OFFICIALS OR AGENTS OR ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR WORK BY RECIPIENT UNDER THIS CONTRACT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS CONTRACT.**
2. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO RECIPIENT AND TO ANY AND ALL SUBCONTRACTS, MATERIALS, PERSONS, LABORERS AND AN OTHER PERSONS, FIRMS OR CORPORATION, FURNISHING OR SUPPLYING WORK, SERVICES, MATERIALS, OR SUPPLIES IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT**.

## JURISDICTION

Contract(s) executed as part of this RFP shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and payable in Calhoun County, Texas.

## VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Calhoun County, Texas.

## COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS

Recipient covenants and agrees to comply with all applicable Federal, State and local laws, and all applicable Federal and State regulations. Recipient shall also be responsible to ensure that its’ subcontractors shall comply with applicable Federal, State and local laws, and all applicable Federal and State regulations.

## RESPONDENT’S EMPLOYEES

Neither the Respondent nor its employees engaged in fulfilling the terms and conditions of any awarded contract shall be employees or agents of the Trust. The method and manner of performance of such undertakings shall be under the exclusive control of the Respondent on the contract. The Trust shall have the right of inspection of said undertakings at any time.

## THREATS

Any threats made to any employee or agent of the Trust, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the Trust may immediately sever the contract with the successful Respondent.

## EQUAL EMPLOYMENT OPPORTUNITY

The awarded Respondent will not discriminate against any employee or applicant for employment because of race, religion, ethnicity, gender, age, national origin, disability, veterans status or any other status or condition protected by applicable federal and state laws. The awarded Respondent will take affirmative action to ensure that applicants are employees and that employees are treated during employment, without regard to their race, religion, ethnicity, gender, age, national origin, disability, veterans status or any other status or condition protected by applicable federal and state laws.

#

**PART IV**

**Deadline:**

**October 17, 2022**

**At 5:00 PM**

Please contact Steven J. Raabe,

with any questions.

Trustee@mbmTrust.com

 ***APPLICATION FORM - 2022-2023 Funding Cycle***

*(Please address all questions. Include additional pages if necessary)*

1. Program/project contact information:

Check the funding priority that applies to your proposed project:

**Priority:**

 Public Education

\_\_\_\_Youth Camps

\_\_\_\_Land for Pollution Prevention

 Public Access Improvement

 Environmental Research

\_\_\_\_Environmental Advocacy

 Habitat Restoration

Name of Lead Investigator/Program Manager:

Name of organization:

Physical address:

Mailing address (*include mail code if applicable)*:

Email address*:*

Telephone number:

Fax number:

Name of Project Manager or Authorized Representative, if appropriate:

Email address for Project Manager or Authorized Representative:

\*Note: Notifications will be sent electronically

1. Applicants must be classified as a government or non-profit organization. Provide Federal Tax ID number or IRS Letter of Determination
2. Program/project name:
3. Implementation and conclusion dates of program/project:
4. Amount requested:
5. Proposed project summary (100 words or less)
6. Brief history and mission statement of the proposing organization (150 words or less):
7. Describe the need for or value of the project and how it addresses the selected funding priority.
8. List the goals and objectives of the proposed project:
9. Describe the methods to be used in the proposed project. Please provide a list of tasks, deliverables and milestones. Please indicate what permits or authorizations are needed to implement project, if any, and if those have been secured:
10. Describe the impact the project will have on the areas it benefits and the longevity of those benefits.
11. Attach vitae or resume of Lead Investigator/ Program Manager of the proposed project.
12. Financial information:
	1. Total budget for this project: $ \_\_\_\_\_\_\_
	2. Matching funds (in-kind services or cash)

(*Not required but desirable):* $\_\_\_\_\_\_\_\_

* 1. Amount being requested from the Trust$\_\_\_\_\_\_\_\_
1. Please provide a task and expense budget. Note: Indirect/overhead costs are limited to 15% of salaries charged to the project.

Should the Matagorda Bay Mitigation Trust fund this project, the undersigned agrees:

1. To enter into a contract specifying the terms and conditions of the engagement.
2. To designate where any dissertation or thesis can be accessed by the Matagorda Bay Mitigation Trust if applicable (e.g., website, publication source, etc.);
3. To provide digital images of project activities; and
4. To provide evidence of full and proper credit to the Matagorda Bay Mitigation Trust for support of this research/project in all publications and other appropriate forums.

Signature of Lead Investigator/ Signature of Authorized Program Manager Organization Officer or Board

 Officer

Submittal Date:

Submit completed applications to (PDF file size limit: 15MB):

<https://www.mbmtrust.com/rfps/>

# PART V - ATTACHMENTS

All Attachments are to be returned with Submittal

## ATTACHMENT A - SUBMISSION EXCEPTIONS/CLARIFICATIONS

**Any** exceptions taken or clarifications made to this RFP must be itemized on the lines below. Additional pages may be added as needed. If there are no exceptions or clarifications, please indicate “NONE” and sign where indicated at the bottom of the page.

 Item # Description

The above exceptions and clarifications (and any additional pages identified) are the ONLY exceptions/clarifications to the specifications. I understand that the Trust may not accept additional exceptions produced after final submission of this response.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Respondent Date

**No Exceptions are taken to this RFP.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Respondent Date

## ATTACHMENT B -ACKNOWLEDGMENT

The undersigned agrees this submission becomes the property of the Matagorda Bay Mitigation Trust (Trust) after the published submission deadline.

The undersigned affirms they have familiarized themselves with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied themselves of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days from the filing deadline noted herein unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other Respondent, nor any employee or representative of the Trust, and that the contents of this submission have not been communicated to any other Respondent or to any employee or representative of the Trust prior to this submission.

Respondent hereby assigns to the Trust any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and understand the specifications, all exhibits, and attachments contained in this RFP package.

The undersigned agrees that the RFP package posted on the website are the official specifications and shall not alter the electronic copy of the RFP package, without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the Trust Website at: <https://www.mbmtrust.com/rfps/> to ensure they have downloaded and signed all addendum(s) required for submission with their response.

In submitting a response to the Trust, the Responder offers and agrees that if the response is accepted, the Responder will convey, sell, assign or transfer to the Trust all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodities or services purchased or acquired by the Trust. At the Trust’s discretion, such assignment shall be made and become effective at the time the Trust tenders final payment to the Responder.

Acknowledge receipt of following addenda to the RFP:

Addendum No 1 Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No 2 Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No 3 Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

**NAME AND ADDRESS OF RESPONDENT: AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email.