



***City of Rosenberg***  
***REQUESTS FOR PROPOSALS (RFP)***

**Specialized Professional Legal Services**

**RFP No. 2017-19**

Deadline to Submit Proposal: 10:00 a.m., C.S.T., Tuesday,  
November 07, 2017

**CITY OF ROSENBERG, TEXAS**

John Maresh, City Manager

Post Office Box 32  
2110 4th Street  
Rosenberg, Texas 77471  
(832) 595-3310

**MAYOR**

William Benton

**COUNCIL MEMBERS**

Jacob E. Balderas, At-Large Position No. 1

Amanda J. Barta, At-Large Position No. 2

Jimmie J. Peña, District No. 1

Susan Euton, District No. 2

Alice Jozwiak, District No. 3

Lynn Moses, District No. 4

## TABLE OF CONTENTS

Advertisement for Sealed Proposals No. 2017-19.....	3
Proposal Acknowledgment Form and Anti-Collusion Certification .....	4
Section 1 – Instructions for the Submission of Proposal .....	5-8
Section 2 – Proposal Organization and Format.....	9
Section 3 – Insurance Requirements.....	10
Section 4 – Scope of Work.....	11
Section 5 – Fee Schedule.....	12
Form One: Business Owner Information Form .....	13
Form Two: Requirement for Disclosure of Conflict of Interest .....	14
Form Three: Form 1295 .....	15

## ADVERTISEMENT FOR SEALED PROPOSALS

### NOTICE REQUEST FOR PROPOSALS RFP #2017-19

The City of Rosenberg (City) is seeking written Proposals for specialized professional legal services in connection with special districts and other development related agreements.

**Three (3) copies of the completed Proposal must be received by the City Manager of the City of Rosenberg no later than 10:00 a.m., Tuesday, November 7, 2017.** Two (2) copies are to be bound and one copy to be free of binding along with an electronic pdf. format (i.e. CD, etc.). The City of Rosenberg City Hall is located at 2110 4th Street, Rosenberg, Texas 77471-0032. Proposals should be directed to the attention of John Maresh, City Manager, and clearly marked, ***“Specialized Professional Legal Services – RFP No. 2017-19, Do not open in mail room”***.

Pursuant to Texas Government Code 2252.908, the successful respondent must be able to provide the City of Rosenberg with a printed, executed, and notarized original of a completed Certificate of Interested Parties form (Form 1295) with the signed contract. Failure to do so will result in the City’s inability to execute the contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission’s website at <https://www.ethics.state.tx.us>. The City’s Identification Number under Item No. 3 on Form 1295 for RFP No. 2017-19 will be TXE2017-40.

The City of Rosenberg requests that you submit your written Proposal by **10:00 a.m., Tuesday, November 7, 2017**, to:

John Maresh, City Manager  
**City of Rosenberg**  
**P.O. Box 32**  
**2110 4th Street**  
Rosenberg, Texas 77471-0032

To obtain a copy of the Request for Proposals, or if you should have any questions or require additional information, please contact John Maresh, City Manager at (832) 595-3310 or email at [john.maresh@rosenbergtx.gov](mailto:john.maresh@rosenbergtx.gov). The Request for Proposals is also available at the City of Rosenberg website: [www.rosenbergtx.gov](http://www.rosenbergtx.gov).

Electronic, faxed or late proposals will not be considered.

The City reserves the right to reject and/or accept all submittals as it so deems is in its best interest.

Linda Cernosek, City Secretary, TRMC

**PROPOSAL ACKNOWLEDGEMENT FORM  
ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that: (i) he/she is duly authorized to submit and execute this proposal and (ii) the Offeror and its principles, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Rosenberg City Council or any employees or agents of the City with regard to this proposal.

The undersigned further certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in partial or full rejection of the Offeror's proposal.

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

Authorized Signature: \_\_\_\_\_

Printed Name of Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Web Page: \_\_\_\_\_

## **SECTION 1**

### **INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL**

#### **1.1 Purpose of Solicitation**

The purpose of this Request for Proposal (RFP) is to obtain sealed proposals from firms or individuals, hereinafter referred to as Vendor, Respondent, Proposer, or Offeror, demonstrating competency for providing specialized professional legal services to the City in connection with Special Districts, such as Municipal Utility Districts (MUD) and Freshwater Supply Districts. The Service will also include preparation and negotiation of various Agreements such as, but not limited to Development Agreements; Utility Agreements, Special Purpose Annexation (SPA) Agreements, Fire Service Agreements, MUD creation documents, Utility Oversizing Agreements, Planned Unit Developments (PUDs) and Chapter 380 Agreements. The City will review the respondent's proposal to determine the most highly qualified Offeror. Negotiations will be initiated with the Offeror selected most highly qualified in order to attempt to arrive at a contract with that Offeror. The City reserves the right to withdraw this Request for Proposals at any time for any reason.

#### **1.2 Signature Required**

Proposals will not be considered unless the Proposal Acknowledgement Form is fully completed and an original handwritten signature in ink is provided by the Offeror's authorized representative on the Proposal Acknowledgement Form.

#### **1.3 Late Submission**

The City will not receive/accept any late proposal submission after the due date and time.

#### **1.4 Preparation of Offers**

Proposal forms should be typed, printed, or written in ink. Proposals written in pencil will not be considered for an award.

#### **1.5 Withdrawal of Offers**

Proposals may be withdrawn any time prior to the official time of submission by submitting a written and signed request to John Maresh, City Manager. Any Offeror, who withdraws a proposal, shall sign a written receipt. After the official time of submission, all proposals become property of the City.

#### **1.6 Request for Proposals**

The City is processing this solicitation as a sealed request for Proposals.

#### **1.7 Addenda to Solicitation**

If necessary, the City may modify this solicitation by formal written addendum, which is posted within the City's website. Respondents shall acknowledge by completing the addendum form provided by the City. The addendum form should be signed and returned to the City Manager's office, along with the Sealed Proposal. Failure to do so may cause the Proposal to be ineligible

for consideration of contract award. No oral or informal addendum to this solicitation shall be binding on the City.

### **1.8 Rejection of Proposal**

The City reserves the right to accept or reject any or all proposals or any part thereof, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the City. A failure to provide any requested information may result in rejection of a proposal, in whole or in part, at the City's sole discretion. However, the City reserves the right to request additional or clarifying information from an Offeror after a proposal has been submitted. Such information may be used to further evaluate the Offeror's proposal.

### **1.9 Solicitation Costs**

All cost incurred by the Offeror in the preparation, printing, demonstration, or negotiation of its proposal shall be borne by the Offeror. This solicitation does not obligate or commit the City to pay any costs incurred in the preparation and submission of the proposal or to contract for the goods/services specified. Further, the City is not obligated to pay any costs incurred by any Offeror as a direct result of errors or omissions committed by City employees or agents in the preparation of this solicitation and the processing of the Offeror's proposal. It is incumbent upon each Offeror submitting a proposal to verify the accuracy of the information herein contained based upon each Offeror's research and information, and to immediately advise the City of any discrepancies.

### **1.10 Evaluation**

The successful Firm will be selected based upon the ability to meet the needs outlined in Section 4 the section titled "Scope of Work"; and the competitive rates at which these services may be provided. All Proposals may be evaluated by the City Staff and the Professional Services Committee at their full discretion. Offerors may be invited at the discretion of the City Manager or Professional Services Committee to present their Proposals in a personal interview at a time and place to be designated by the City Manager. Any Firm should be prepared to attend a personal interview upon twenty-four (24) hour notice after submission of the Proposal. The criteria that may be used in evaluating the proposal are as follows:

#### **Evaluation Criteria:**

Evaluation of the proposals received may consider, but shall not be limited to, the following review criteria:

- General Quality and Adequacy of Response
  - Completeness and thoroughness
  - Qualifications and experience of individuals who will perform and supervise the work requested by the City
  - Technical capabilities of the firm
  - Experience with similar municipalities
  - Knowledge and familiarity with the City of Rosenberg
  - Firm's history of ethics violations or board actions

- Fee Schedules
  
- Availability
  - Capability to meet schedules and deadlines
  - Current workload and ability to commence requested projects
  - Ability to work closely with City Staff
  - Demonstrated commitment to maintaining staff continuity for the project

### **1.11 Rejection of Statement of Qualifications**

The City may, by written notice to the Offeror, reject any Proposal if the City determines that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Offeror, or any agent, or representative of the Offeror, to any employee, agent or elected official with a view toward securing a contract or securing favorable treatment with respect to the award or amendment of this solicitation.

### **1.12 Clarification**

If any Offeror is in doubt as to the meaning of any part of this solicitation, a written request for clarification should be submitted to the City Manager, John Maresh, at [john.maresh@rosenbergtx.gov](mailto:john.maresh@rosenbergtx.gov) no later than seven (7) consecutive days prior to the official time for submission. An interpretation of the request shall be made only by written response, duly issued, with a copy posted for review on the City website.

### **1.13 Separate Contract**

The City will require the selected Offeror to sign a separate, formal contract or Letter of Engagement on a form that is mutually acceptable by both parties. The City reserves the right to modify the terms and conditions of any proposed Contract during negotiations with the Offeror.

### **1.14 Requests for Non-Disclosure of Information**

Except for those documents or portions of documents required to be disclosed by law, all documents submitted as part of the Offeror's proposal will be deemed confidential during the evaluation process. Following award of a contract, all proposals will become public documents and will be available for public viewing unless the Offeror has previously requested in writing the nondisclosure of trade secrets and other proprietary data and has clearly identified those portions of its proposals which the Offeror considers to be trade secrets and/or proprietary data. The Offeror may not identify its entire proposal consisting of trade secrets and/or proprietary data and any proposal so marked shall be considered non-responsive. The City makes no representations with regard to whether the identified proportions of a proposal are subject to public viewing pursuant to the Texas Public Information Act (Section 552.001 et seq. of the Texas Government Code) or any other applicable laws or statutes.

### **1.15 Negotiations**

Negotiations may be conducted with the Offeror whose proposal, in the sole determination of the City, offers the best services to the City, or the City may award the contract based on such Offeror's original proposal, subject to the City's right to reject any, or all proposals at any time.

### **1.16 Assignment**

Offerors may not transfer or assign their proposal or any contract between an Offeror and the City which is awarded under this solicitation.

### **1.17 Availability of Funds**

If the City fails to appropriate funds to provide the legal services requested in this solicitation, the City may terminate the contract with the Offeror awarded the contract without any termination charges upon a thirty (30) day notice by the City.

### **1.18 Tax Exemption**

Unless otherwise noted, the City is exempt from all, and shall not pay or reimburse the Offeror with respect to any, local, state, and federal taxes.

### **1.19 Representation of Offeror**

By submitting its proposal, Offeror represents that:

- (i) Offeror has read and understands this solicitation;
- (ii) Offeror's proposal is made in accordance with this solicitation;
- (iii) Offeror's proposal is based upon the information set forth in this solicitation.

### **1.20 Equal Opportunity**

The successful Offeror must agree to abide by regulations pertaining to Equal Employment as set forth in all applicable local, state, and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

## **SECTION 2**

### **PROPOSAL ORGANIZATION AND FORMAT**

#### **2.1 Proposal Organization and Format**

Proposal should be submitted on 8.5 by 11-inch paper bound securely. Proposals must contain, and be organized, as shown below. Each section should be separated by numbered tabs.

Cover clearly displaying the title of the RFP

- Tab 1: Table of Contents
- Tab 2: Introductory letter, to include name of firm and contact information for the primary City contact with the firm.
- Tab 3: Personnel Qualifications: Identify the key attorney who will serve the City with his or her resume and summary of experience. Provide the same for other attorneys (if any) in the firm who may assist with the provision of services. Also include information about the attorney's capacity and capability to perform on short notice and in a timely manner. If the appointed Attorney is not available, are there other means of responding to requests?
- Tab 4: Specialized Legal Services Competence and Understanding of Services to be Provided: Provide information about the attorney and firm's experience in providing the specialized legal services described in Section 4, "Scope of Services" to municipal organizations, along with the attorney and firm's understanding of the scope of work. Provide at least three (3) references from these organizations including names, contact person and phone numbers.
- Tab 5: Litigation/Ethics
  - A. Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Offeror, its Attorneys and employees, including its parent, sister or subsidiary companies, and proposed sub-contractors.
  - B. Provide detail of any ethics violations or board actions within the past five (5) years against the Offeror, its Attorneys and employees, including its parent, sister or subsidiary companies, and proposed sub-contractors.
- Tab 6: Business Owner Information Form
- Tab 7: Disclosure of Conflict of Interest Form CIQ

#### **2.2 Failure to Provide Completed Documentation**

Failure to complete the above documentation may be grounds to declare a proposal non-responsive and the City may reject the proposal in whole or in part.

## **SECTION 3**

### **INSURANCE REQUIREMENTS**

#### **3.1 Insurance**

Contractors providing good, materials and services for the City of Rosenberg shall, during the term of the contract with the City of Rosenberg or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Rosenberg as additional insured as to all applicable coverage with the exception of worker's compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City of Rosenberg for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Rosenberg for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

#### **3.2 Insurance Company Qualifications**

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

#### **3.3 Certificate of Insurance**

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the Offeror's RFP. If the contract is renewed or extended by the City of Rosenberg, a certificate of insurance shall also be provided to the City of Rosenberg prior to the date the contract is renewed or extended.

#### **3.4 Type of Contract Type and Amount of Insurance**

Statutory Workers compensation insurance as required by state law.

Commercial General Liability insurance with a minimum of \$500,000 Dollars per occurrence and \$1 Million Dollars aggregate.

Professional Liability (malpractice) Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

## **SECTION 4**

### **SCOPE OF WORK**

#### **4.1 Scope of Work**

This scope of services will include the appointment of one (1) individual or Law Firm to provide the City with legal services in connection with Special Districts, such as Municipal Utility Districts (MUD) and Freshwater Supply Districts. The services may consist of the preparation, review, and negotiation of review agreements, such as, but not limited to; Development Agreements, Utility Agreements, Special Purpose Annexation (SPA) Agreements, Fire Service Agreements, MUD creation documentation and ordinances, Utility Oversizing Agreements, Planned Unit Developments (PUDs) and Chapter 380 Agreements.

Additional responsibilities include:

1. Confer with the City Attorney, as may be necessary.
2. Attend meetings of the City Council when requested by the City Manager or his/her designee.
3. Being familiar with all applicable City Ordinances, applicable State and federal laws, and other documents related to these services.
4. Review and/or draft ordinances, resolutions, and other documents as requested by the City Manager, or assigned staff.
5. Assist in negotiating Agreements.
6. Knowledge of laws and abilities of the city to enter into agreements described herein.
7. Knowledge of Texas Open Records and Open Meetings Laws.
8. Knowledge of laws and experience in applying Chapter 380 provisions to Economic Development.

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## **SECTION 5**

### **FEE SCHEDULE**

The Offeror shall provide a complete and comprehensive list of fees for the services provided. This shall include, but not be limited to, hourly rates for each attorney and other Professionals that may perform work under this Agreement, Paralegals, secretarial work, research, overhead fees, technology fees, and all reimbursable expenses such as; reproduction fees, travel charges (hourly rates), mileage, per diem fees, including; meals, lodging, and all other fees that may be charged for these services. Note: The City will not agree to pay any "on-call" or retainer fees.

**[Remainder of Page Intentionally Left Blank.]**

**BUSINESS OWNER INFORMATION FORM**

**BUSINESS NAME:** \_\_\_\_\_

**OWNER STATUS (Check applicable boxes)**

**MALE/FEMALE ETHNICITY PHYSICAL CONDITION ENTERPRISE SIZE**

\_\_\_\_ Male      \_\_\_\_ White      \_\_\_\_ Disabled      \_\_\_\_ Small Business  
\_\_\_\_ Female      \_\_\_\_ Hispanic      \_\_\_\_ Not Disabled      \_\_\_\_ Large Business  
\_\_\_\_ Asian Pacific  
\_\_\_\_ Sub-Continent Asian  
\_\_\_\_ Black/African American  
\_\_\_\_ Native American  
\_\_\_\_ Other Ethnicity \_\_\_\_\_

**BUSINESS STRUCTURE**

\_\_\_\_ Sole Proprietor      \_\_\_\_ Partnership      \_\_\_\_ LLC  
\_\_\_\_ Public Corporation      \_\_\_\_ Private Corporation      \_\_\_\_ Non-Profit Organization

**FEDERAL TAX ID #** \_\_\_\_\_

**SUBCONTRACTORS**

\_\_\_\_ None    No subcontractor(s) will be used to complete this contract.  
\_\_\_\_ Yes    Name(s) of Subcontractor(s): \_\_\_\_\_  
\_\_\_\_ % of Total Contract    Address: \_\_\_\_\_

(Attach a list if additional space is necessary)

**CERTIFICATION OF BUSINESS AS SMALL, MINORITY OR WOMAN OWNED ENTERPRISE (SMWBE)**

The City will identify a Small, Minority, & Woman Owned Business Enterprise Program. Additional information may be required after receipt of offers and/or award of contract(s) to support and document the SMWBE certification. The City will accept certification from various agencies, [i.e. local ([www.sctrca.org](http://www.sctrca.org)), State of Texas ([www.tbpc.state.tx.us](http://www.tbpc.state.tx.us)), Federal ([www.sba.gov](http://www.sba.gov) or [www.va.gov/OSDBU](http://www.va.gov/OSDBU)), and the private sector ([www.cstmbc.org](http://www.cstmbc.org) or [www.wbea-texas.org](http://www.wbea-texas.org))]

Certifying Agency: \_\_\_\_\_ Reg#: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

\_\_\_\_ SBE      \_\_\_\_ MBE      \_\_\_\_ WBE  
\_\_\_\_ DBE      \_\_\_\_ 8(a)      \_\_\_\_ Veteran

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>	

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO interested party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**