



Request for Proposal # 2019-20

For

Services of a City Attorney

Commodity Code: 961-49

ISSUED BY THE PURCHASING OFFICE OF THE CITY OF ROSENBERG, TEXAS

Sealed proposals, subject to the terms and conditions of this Request for Proposal, for the above referenced will be received by the Purchasing Manager of the City of Rosenberg, at City Hall, 2110 4th Street, Rosenberg, Texas 77471 until the bid opening time at which time the proposals will be opened and the name of the respondents publicly read in the Council Chambers of City Hall. Responses received after the specified time will be returned unopened.

SUBMIT NO LATER THAN: 2:00 PM CT, December 19, 2018

MARK ENVELOPE: RFP # 2019-20

DELIVER TO: Office of the City Secretary, P.O. Box 32, 2110 4th Street, Rosenberg, TX
77471

LEGAL NAME OF CONTRACTING COMPANY

CONTACT PERSON TITLE

TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS

COMPLETE MAILING ADDRESS CITY/STATE ZIP

AUTHORIZED SIGNATURE



**REQUEST FOR PROPOSAL
RFP 2019-20**

I. DEFINITIONS

Respondent means the person or entity that submits a Submittal in response to this RFP.

Proposal means the documents required to be submitted as described herein.

II. SUBMITTAL

The City desires to enter into a contract for the provision of **Services of a City Attorney**.

Documents must bound and submitted as follows:

A. At least one (1) original; two (2) exact paper copy and one (1) each electronic copy in pdf format (CD or jump drive) of the following documents must be submitted (see **Submission Deadline** herein):

1. Proposal Response;
2. Bidder Certification and Addenda Acknowledgement;
3. Respondent's Information Form;
4. Conflict of Interest Questionnaire (CIQ Form);
5. Contractors Capacity to Perform
6. Non-Disclosure Agreement.
7. HB 1295 Certificate of Interested Parties

B. The Proposal must be completed in ink or be typewritten.

C. The Proposal must be submitted in a sealed envelope or container that is marked on the outside of the envelope or container with the RFP number and name, as shown on the first page of this document, the respondent's name and mailing address, and the date of the proposal deadline.

D. The Proposals may be:

HAND DELIVERED OR MAILED TO:

City of Rosenberg
Office of the City Secretary
P.O. Box 32
2110 Fourth Street
Rosenberg, Texas 77471

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

E. Proposals will be received on or before **2:00 p.m., Wednesday, December 19, 2018.** Proposals received after the proposal date and time will not be considered.

III. ADDITIONAL INSTRUCTIONS AND INFORMATION

A. No pre-proposal meetings are scheduled.

B. If a respondent finds a discrepancy in or omission from, or has a question about the meaning of, this RFP or other related document, the respondent should immediately notify the Purchasing Office at the e-mail address listed below. **All Questions regarding this proposal must be received, in writing, by the Purchasing Division (at the email address below) on or before 5:00 p.m., Tuesday, December 11, 2018** After the Purchasing Office has been notified of a discrepancy or omission, or has been asked a question, the Purchasing Office will post an amendment or addendum at txsmartbuy.com/sp for all respondents to view.

C. A respondent may withdraw a proposal by giving the Purchasing Office written notice of the withdrawal before the proposal deadline. If a respondent submits written notice of the withdrawal after the proposal deadline, a respondent must receive the City's written consent to withdraw a proposal.

D. Proposals received in response to this RFP will be reviewed and evaluated by City staff.

E. Additional documents, amendments, and addendums relating to this RFP are available at the City of Rosenberg's Purchasing Office and at txsmartbuy.com/sp.

F. If you have any questions, please contact:

City of Rosenberg Purchasing Division

Alan A. Phillips, CPPB
E-mail: aphillips@rosenbergtx.gov

Contact with any personnel of the City other than Alan A. Phillips, regarding this Request for Proposal may be grounds for elimination from the selection process.

The City does not assume responsibility for not receiving questions from the respondent or the respondent's receipt of any answers, addenda, or amendments placed on the City's website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF ROSENBERG STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT (SEE INSURANCE REQUIREMENTS SECTION BELOW).

IV. GENERAL INSTRUCTIONS

The City of Rosenberg will receive proposals for the provision of the services of a City Attorney

IT IS UNDERSTOOD that the City Council of the City of Rosenberg reserves the right to reject any and/or all proposals, any or all products and/or services covered in this Request for Proposal and to waive informalities of defects in such proposals. Proposals must be valid for ninety (90) days after opening.

Proposals must be submitted on the pricing forms included for that purpose in this packet. Each proposal shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the respondent in a contract** and marked clearly on the outside as indicated in this RFP. Respondents should carefully examine all terms, conditions, specifications and related documents. Should a respondent find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Rosenberg Purchasing Office should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Rosenberg's interpretation shall govern.

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

DESCRIPTIONS: Specifications **may** reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Rosenberg to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of service or products or to meet a pre-established standard of quality. Respondents may offer items of equal quality and the burden of proof of such quality rests with them. The City of Rosenberg shall act as sole judge in determining quality and acceptability of products offered.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City 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 City on request of the respondent.

EVALUATION CRITERIA: Evaluation criteria, outlined below, shall be applied to all eligible, responsive respondents in comparing proposals. Award of a contract may be made without discussion to one of the respondents submitting a proposal after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

EVALUATION COMMITTEE: Proposals received in response to this RFP will be reviewed and evaluated by City staff and City Council.

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 may be utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the provider that offers the "best value" for the desired relationship. After receipt of the proposals, City of Rosenberg 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.

COSTS TO SUBMIT: The City of Rosenberg 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 Notice to Proceed 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 contractor 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 \$2,000,000.00 excess of specified limits;

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 City of Rosenberg Purchasing Office. Any changes to specifications will be made in writing and posted on the website at: txsmartbuy.com. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found in Section C.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Rosenberg is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of Rosenberg, 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 and 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.

V. MANDATORY TERMS AND CONDITIONS

Because the City is a governmental entity that must follow State and Federal laws and has an obligation 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 or, any additional contract documents incorporated by reference, the City's 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 2251, 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 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations 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 has jurisdiction in Fort Bend County, Texas.

VI. OTHER TERMS AND CONDITIONS

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 C, 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 City of Rosenberg. 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 City of Rosenberg, including affiliations and business and financial relationships such persons may have with City of Rosenberg officers.

By doing business or seeking to do business with the City of Rosenberg, 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 in Section C of this document must be completed and turned in with each proposal.

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

INVOICES: submitted for payment shall be addressed to:

City of Rosenberg
Accounts Payable
P.O. Box 32
2110 Fourth Street
Rosenberg, TX 77471

and shall reference the City of Rosenberg 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.

CONTRACT TERM: The City desires to enter into a contract with the most advantageous, responsible and responsive provider for an initial period of approximately two (2) years, to commence around **February 1, 2019**.

TERMINATION OF CONTRACT: The City of Rosenberg reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. 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 City of Rosenberg may have in law or equity. Respondent, in submitting this proposal, agrees that City of Rosenberg shall not be liable to prosecution for damages in the event that the City 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, or under any other provisions provided by the City Charter.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of Rosenberg 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 Rosenberg, 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 any resulting contract, in whole or in part, without the prior written consent of City of Rosenberg.

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, that have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Rosenberg.

HOUSE BILL 1295:

House Bill # 1295 Certificate of Interested Parties as of January 1, 2016.

Any and all resultant contracts of this Request for Proposal will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill # 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for the City to contract with a provider.

Therefore, the City requires that, in your response to this Request for Proposal, proposer shall include a completed form.

**Login information, Forms and Certification download may be obtained at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.**

The City strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

Note: A Certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is 2019-20

**VII. MINIMUM SPECIFICATIONS FOR THE PROVISION OF Services for City Attorney
FOR THE CITY OF ROSENBERG**

1. Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

NONE

2. Proposal Evaluation Factors

Factor
Competence and Qualifications
Experience in Municipal Law, including 4B Economic Development Corporations
Experience in the Compliance with Federal and State Laws
Proximity to City of Rosenberg
References
Professional price per Hour

3. Brand Manufacture Reference

Not applicable.

4. Key Events Schedule

Proposal Release Date	December, 03 2018
Deadline for Submittal of Written Questions	December 11, 2019 5:00 PM
Sealed Proposals Due to and Opened by City	December 19, 2018, 2:00 PM
Anticipated Evaluation Review Date	January 2019
Anticipated Award Date	Week of January 2019
Anticipated Contract Start Date	Post Council Approval

5. Scope of Services

The City of Rosenberg, Texas ("City") is seeking proposals from qualified firms or individuals to serve as City Attorney for the City. The City Attorney is appointed by the City Council and shall hold office at the pleasure of the City Council. The City's needs are outlined in the following Request for Proposal ("RFP").

Qualified individuals or firms interested in responding to this Request for Proposal should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the applicant.

PURPOSE OF POSITION

The City Attorney shall have such duties as prescribed by the City Charter and shall generally be required to advise the Mayor, City Council and Department Heads regarding legal matters pertaining to the City.

SCOPE OF SERVICES

General Duties

The scope of services provided shall include, but not be limited to , the following: contract review, preparation and negotiation, attendance and participation at regular City Council meetings, special Council meetings, City Council workshops and public hearings and meetings of City boards and commissions when requested by the City Council or City Manager, review and analysis of Public Information Act requests, preparation of requests for Attorney General opinions, preparation of legal opinions on various matters of interest to the administrative staff, the Mayor or City Council, and other City officers and department heads.

TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any qualifications.
- B. The City reserves the right to request clarification of any information submitted, and to request additional information from any party submitting proposals.
- C. The City reserves the right to award any contract to the next most qualified applicant that responds to this Request for Proposal, if the most qualified applicant does not execute a contract within fifteen (15) days after confirmation.
- D. Any Proposals may be withdrawn up until the date and time set above for closing of the Proposals. Any proposals not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days-or until one or more of the qualifications have been approved by the City , whichever occurs first- to negotiate a professional services agreement in good faith with the City.

E. The City is not responsible for any cost incurred by an applicant in preparing, submitting or presenting qualifications.

F. The professional services agreement resulting from acceptance of proposals by the City must be in a form approved by the City and must reflect the specifications in this Request for Proposals. The City reserves the right to reject any proposed agreement that does not conform to the specifications contained in this Request for Proposals, and which is not approved as to form by the City.

INSTRUCTIONS FOR PROPOSERS

Interested firms must submit the following information for review by the officials of the City of Rosenberg to demonstrate the competence and qualifications of their law firm:

As a component of your response to Items 1, 2 and 3 please provide a detailed description of at least ten (10) examples demonstrating your or our firm's competence and qualifications in the area of governmental /municipal law.

1. Information which demonstrates the competence and qualifications of the firm.
2. Experience in municipal law, including all areas of municipal government. Specifically, experience with Municipal Utility Districts (MUD's), development agreements, utility agreements, special purpose annexation (SPA's), fire service agreements, MUD creation documents, utility oversizing agreements, planned unit developments, Chapter 380 Agreements, and 4B Economic Development Corporations.
3. Experience in the compliance with state and federal laws applicable to municipal government.
4. If selected, respondents agree through a continuing education process to remain educated and familiar with all federal, state and local laws, ordinances and regulations pertaining to all areas of municipal government.
5. Provide relevant historical information regarding the firm. Identifying and/or provide the following:
 - o Geographical location of office or offices,
 - o Resumes of the owners or principal management of the firm,

Describe your organizational structure, i.e. corporation, partnership, or sole proprietorship. Provide in detail the experience of the firm. Include individual backgrounds of members of the firm who will be actively engaged in providing legal services to the City. Cite members of the firm who have specific experience with public entities, as well as notable private sector entities.

6. List of references regarding municipal work within the last five (5) years. Provide staff contacts at the reference cities including email addresses. References will be checked to verify that firm is accessible and has prompt response to staff.

As a component of your response to Item 6, please provide the names of any governmental entity, including municipalities, whose boundaries, extraterritorial jurisdiction or jurisdiction are contiguous with, adjacent to or overlap the city limits or extraterritorial jurisdiction of the City of Rosenberg.

7. Provide evidence of professional liability insurance. A quality copy of the Certificate of Insurance must be provided. List all deductibles for each line of coverage.

As a component of your response to Item 7, please provide the style, cause number and court of any lawsuit or other proceeding instituted against you or your firm of any claim made but not filed, arising from either your representation of governmental or quasi-governmental entities or by third parties because of your interpretation of municipal ordinances or state statutes. Provide a brief description of the claim and your defense.

8. Please identify any current or former Rosenberg public official for whom you or your firm have provided legal services. Include in your answer the nature of your representation.

9. Please identify any current or former Rosenberg public official to whom you or your firm have provided political contributions. Include in your answer the amount of any such contribution.

10. Provide a, not to exceed, per hour dollar amount for consideration of services to be rendered. This amount should, at the very least, cover all travel, on and off site meetings, correspondence with appropriate staff, etc.

VI. SELECTON CRITERIA

Each Proposal will be evaluated based on the requirements outlined in this RFP.

**REQUEST FOR PROPOSAL
RFP 2019-20
Services of a City Attorney**

F. Late submittals will not be considered. At least one (1) bound original; two (2) exact paper copy and one (1) each electronic copies (CD or jump drive) of the following documents must be submitted (see **Submission Deadline** herein):

1. Proposal Response;
2. Bidder Certification and Addenda Acknowledgement;
3. Respondent's Information Form;
4. Conflict of Interest Questionnaire (CIQ Form);
5. Non-Disclosure Agreement.
6. HB 1295 Certificate of Interested Parties

shall be submitted to:

City of Rosenberg
Office of the City Secretary
P.O. Box 32
2100 Fourth Street
Rosenberg, TX 77471

To enable the City of Rosenberg to efficiently evaluate the responses, it is IMPORTANT that the respondents follow the required format in preparing their responses. RESPONSES THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.

Inquiries regarding this Request for Proposals must be submitted in writing, or by email, to aphillips@rosenbergtx.gov. Emailed requests must include the following reference on the email subject line: RFP # 2019-20

NOTES:

- (1) By submission of your proposal and qualification statements in response to this announcement, you are certifying that neither your firm, nor any of its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any Federal department or State agency, or other governing body. Further, if such a debarment or suspension occurs during the course of the procurement, you shall so inform the City of Rosenberg.
- (2) No submitting firm shall, directly or indirectly, engage in any conduct (other than the submission of the RFP or other prescribed submissions and/or presentations before the Selection Committee) to influence any employee or elected official of the City of Rosenberg concerning award of a contract as a result of this solicitation. Violation of this prohibition may result in disqualification

of the firm from further participation in the solicitation for services or goods sought herein, or from participation in future City of Rosenberg solicitations or contracts.

- (3) The City of Rosenberg will not be responsible for any costs incurred by anyone in the submittal process.
- (4) The City reserves the right to waive any irregularities, request additional information from any respondent, reject any respondent or cancel the entire process should it be deemed in the City's best interest.
- (5) 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.

FORMAT OF PROPOSAL CONTENT

A. Transmittal Letter (Executive Summary of Services):

B. Table of Contents:

Proposals shall include a Table of Contents with appropriate page numbers for locating the required information and attachments as specified in the Proposal Submittal Requirements.

C. Proposal:

- 1) Each proposal shall be typed.
- 2) Each proposal shall be bound on the left side and contained in a three ring binder.
- 3) Each section shall be concise and specifically address and answer each question.
- 4) Refer to each section for details on proposal contents.

SECTION C.
REQUIRED FORMS

RFP CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- 1. THE PROPOSAL HAS BEEN SIGNED AND DATED.
- 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- 3. BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT
- 4. CLIENT AND CONFLICT OF INTEREST QUESTIONAIRE FORM COMPLETED.
- 5. THE CORRECT NUMBER OF PROPOSAL COPIES ENCLOSED.
- 6. COMPLETED NON-DISCLOSURE AGREEMENT FORM.
- 7. COMPLETED HB 1295 FORM
- 8. CONTRACTOR'S CAPACITY TO PERFORM
- 9. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:
City of Rosenberg
Office of the City Secretary
P.O. Box 32
2110 4th Street
Rosenberg, TX 77471
- 10. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
RESPONDENT'S NAME, ADDRESS, RFP NUMBER, TITLE, AND DUE DATE

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, 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.

Bidder 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.

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

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

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Bidder 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:

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform:

_____ (Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

_____ (Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel:

_____ (Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources:

_____ (Identify any other resources to be allocated to complete contract performance)

RESPONDENT'S INFORMATION FORM

FULL LEGAL RESPONDENT/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

COUNTY: _____ MINORITY OWNED (circle one): YES NO # OF EMPLOYEES: _____

CORPORATION: _____ PARTNERSHIP: _____ PROPRIETORSHIP: _____ L.L.C.: L.L.P.:

YEAR EST: _____ NO. OF YEARS IN BUSINESS: _____ FEDERAL ID NO.: _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

BANK REFERENCE: _____

NAME OF BANK OFFICER: _____

ADDRESS / CITY / STATE / ZIP: _____

PHONE NO.: _____

NON-DISCLOSURE AGREEMENT

Name of Project:

RFP No. 2019-20

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2018, by and between _____, having its principal office at _____, hereinafter "Company" and the City of Rosenberg (City), having its principal office at
P.O. Box 32
2110 4th Street
Rosenberg, TX 77471

2110 4th Street, Rosenberg, TX. 77471, hereinafter "City", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, which are confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

WHEREAS, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

WHEREAS, certain confidential and proprietary technical, financial, business, or other information, including but not limited to:

- Social Security Numbers
- Drivers License Numbers
- Names, Addresses, phone numbers

in addition to, reports, plans, documents, drawings, models, software, materials, and knowhow may be disclosed between the parties orally or in writing.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Disclosure of Confidential Information

- A. The City has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to: _____.
The City agrees to make a disclosure of this information to company solely for the purpose of: _____.
- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.

- D. The parties hereby agree that the obligations imposed upon either party herein shall not apply to Confidential Information which:
1. is or becomes publicly known through no wrongful act of the receiving party; or
 2. was in the public domain at the time it was disclosed to the receiving party; or
 3. was known to the receiving party at the time it was disclosed; or
 4. is or was rightfully received from another without any breach of this Agreement; or
 5. is independently developed by the receiving party; or
 6. is approved for release by prior written authorization of the discloser; or
 7. is required by operation of law to be disclosed.

The party seeking to establish such an exception has the burden of proving it with written documentation.

2. Security

- A. Access to all Confidential Information shall be restricted to those employees and persons within party's immediate organization (excluding parent corporations, subsidiaries, etc.) having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or persons shall be notified of the proprietary nature of such Confidential Information, and the receiving party shall use the same degree of care as it employs with its own Confidential Information, but in all events shall use at least a reasonable degree of care.
- B. Reasonable care to protect the Confidential Information shall include security at receiver's facilities, limiting access to a need to know basis, employee confidentiality agreements, with no expiration date, employee identification and education as to the need for security and confidentiality, direct instruction by the supervisors of the employees receiving the information not to redisclose the information, and all other steps necessary to meet a standard of reasonable care.

3. Limitation of Rights

- A. Nothing contained in this Agreement shall be construed as granting any license of rights to any intellectual property, including, but not limited to, patents, trademarks, copyrights, mask works in semiconductor chips or other proprietary information.
- B. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further Agreement or negotiation with the other, or to refrain from entering into an agreement or negotiation with any other party which does not breach any of its obligations under this Agreement.

4. Termination

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

5. Continuation of Confidential Obligations

6. Disputes and Arbitration

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Fort Bend County, State of Texas.

7. General

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.
- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.
- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
- D. This Agreement is governed by and construed in accordance with the laws of the State of Texas.
- E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.

City of Rosenberg:

Contractors Company Official:

Name: _____ Name: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

**COST PROPOSAL FORM
RFP 2019-20**

Services of a City Attorney

Respondents are encouraged, as a part of their response, to offer pricing for the following:

Cost per hour for City Attorney, including and not necessarily limited to:

The scope of services provided shall include, but not be limited to , the following: contract review, preparation and negotiation, attendance and participation at regular City Council meetings, special Council meetings, City Council workshops and public hearings and meetings of City boards and commissions when requested by the City Council or City Manager, review and analysis of Public Information Act requests, preparation of requests for Attorney General opinions, preparation of legal opinions on various matters of interest to the administrative staff, the Mayor or City Council, and other City officers and department heads.

Respondents Cost Proposal:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date