

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR PROPOSALS (RFP)**

1. PROPOSAL NO.: 21-001-10-09
2. ISSUE DATE: September 18, 2020
3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Edgar Chapa, Contracts Administrator
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: echapa@missiontexas.us

4. BRIEF DESCRIPTION:

**Professional Services for Bond
Counsel**

5. PRE-PROPOSAL CONFERENCE:
(Strongly Recommended)
****** There WILL be a conference via Zoom. ******
DATE: September 25, 2020
TIME: 10:00 AM CST
 • Zoom Bid Opening Meeting Info:
 Meeting ID: 220 547 6707
 Password: 9iY2Y2

6. ADVERTISING DATES:
 1st Week of Advertisement Date: __09__ / __18__ / __20__
 2nd Week of Advertisement Date: __09__ / __25__ / __20__

7. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery

**City of Mission
 Purchasing Department**
 1201 E. 8th Street R101
 Mission, TX 78572
 Proposal # 21-001-10-09

8. OFFER SUBMISSION DUE DATE AND TIME:

DATE: October 09, 2020

TIME: 2:00 PM CST

9. No Facsimiles or late arrivals will be accepted. Any proposals received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFP.

10. SUBMIT WITH OFFER: Original offer and 5 photocopies including documents and attachments so indicated on Page 2 of this form.

11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

12. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for proposals.

13. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

OFFER
(To be completed by Offeror)

14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

15. PROPOSERS NAME, ADDRESS: (Type or Print)

TELEPHONE: **E-MAIL:**
CELL PHONE: **FAX:**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

17. PROPOSERS SIGNATURE & DATE:

AWARD
(To be completed by City of Mission)

18. TOTAL AMOUNT OF AWARD:

19. DIRECTOR OF PURCHASING SIGNATURE & DATE OF AWARD:

Name: _____ Signature: _____ Date: ____ / ____ / ____

SOLICITATION INDEX

20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)	YES
●	Instructions to Proposers	General Terms & Conditions	YES
		Technical Proposal	YES
		Price Proposal	YES
		Insurance Certificate (This form will be requested after Award of Contract)	NO
●	Scope of Service	Description of Professional Services for Bond Counsel	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form (Signed and Executed)	YES
●	Price Proposal	Signed and Completed (Proposers own Format) (Signed and Executed)	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s) (Signed and Executed)	YES
●	Proposer's General Questionnaire	General Questions (Supporting Documentations) (Signed and Executed)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire (This form will be requested before Award of Contract Signed and Executed)	NO

21. ACKNOWLEDGMENT OF ADDENDUMS:	ADDENDUMS #	DATE	ADDENDUMS #	DATE
Offeror acknowledges receipt of the following addendum(s) to the solicitation: (Identify addendum number and date of each.)				

*****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Proposal *****

City of Mission
Instructions to Proposer – General Terms & Conditions
Proposal Name/No.: Professional Services for Bond Counsel/ 21-001-10-09

Please read your scope of service thoroughly and be sure that the proposal complies with all requirements. If you are the successful Proposer, it will be required that **“Professional Services for Bond Counsel”** be provided as specified and/or agreed upon by the City. City of Mission is seeking competitive proposals from qualified firms to provide annual audits. The firms must be licensed to practice public accountancy in the State of Texas.

- (1) Sealed Proposals will be received for **“Professional Services for Bond Counsel”** in accordance with the scope or service attached hereto.
- (2) **One (1) original and five (5) copies** of RFP **must** be submitted in a sealed package **with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner “Request for Proposals” – “Professional Services for Bond Counsel- Proposal No. 21-001-10-09”** and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 **on or before 2:00 p.m., Friday, October 09, 2020.**
 - a) **No Facsimiles or late arrivals will be accepted. Any RFP received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFP.**
 - b) The technical and price proposals package shall be labeled **“Proposal – Professional Services for Bond Counsel”**

(3) **Pre-proposal Conference**

A Pre-proposal Conference shall be held **via zoom on Friday, September 25, 2020** at 10:00 a.m. at Mission City Hall, 1201 E. 8th Street, Mission, TX 78572. All prospective proposers are encouraged to attend.

Zoom Meeting ID: 220 547 6707
Passcode: 9iY2Y2
By Phone +13462487799,,2205476707#

(4) **Authorized Signature and Firm Period**

- a) Proposals must give full firm name and address of offeror, and be manually signed. Failure to do so will disqualify your Proposal. Person signing Proposal must show title or **CITY TO BIND HIS FIRM IN A CONTRACT.** ***Firm name and authorized signature must appear on each page that calls for this information.***
- b) Proposals shall remain firm for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

(5) **Cost Incurred in Responding**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

(6) **Proprietary Information**

- a) If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

- b) Proposer's are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Mission, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code.

(7) Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be pecuniarily interested in or benefited directly or indirectly as a result of this contract.

(8) Covenant Against Gratuities

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

(9) Unauthorized Communication

After release of this solicitation, Respondents' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Director, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. **No officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided.** If a representative of any Respondent violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

(10) Award of Contract

- a) It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Mission. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Mission to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.
- b) One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.
- c) In determining the best value for the municipality, the municipality may consider:
 - 1) the purchase price;
 - 2) the reputation of the bidder and of the bidder's goods or services;
 - 3) the quality of the bidder's goods or services;
 - 4) the extent to which the goods or services meet the municipality's needs;
 - 5) the bidder's past relationship with the municipality;
 - 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - 8) any relevant criteria specifically listed in the request for bids or proposals.

(11) Term of the Contract

Contract will be for a period of three (3) years, commencing from date of award. It is at the sole option of the City of Mission to exercise two, one-year extensions. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed five (5) years.

(12) Request for Clarification and/or Modifications

- a) The Request for Proposal documents (which will ultimately form the Contract) can only be modified via an addendum. The deadline to submit requests for clarifications and/or questions is by the tenth (10) calendar day before the due date for proposals. Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from Eduardo Belmarez, Purchasing Director via fax number (956)580-8798 or email ebelmarez@missiontexas.us. Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative. Emails and Faxes must clearly identify the RFP Number and Title. City of Mission assumes no responsibility for delayed or lost responses. Proposers should contact the Director if they believe a response is missing or lost.
- b) If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- c) Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Mission Purchasing Department. Proposers shall acknowledge receipt of all addendums within the responses.
- d) Oral explanations or instructions given before the award of any contract, at any pre-Proposal conferences or otherwise, will not be binding on the City. Any information given to a Proposer concerning an interpretation of the solicitation will be furnished to all Proposer as an addendum to the solicitation, if such information is necessary to Proposer in submitting Proposals on the solicitation or if the lack of such information would be prejudicial to uninformed Proposer.

(13) Acknowledgment of Addendums to Request for Proposals

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Proposer shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the Proposal form; or (3) by letter. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

(14) Preparation of Proposals

- (a) Proposer are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of Proposals. Failure to do so will be at the Proposer's risk.
- (b) Each Proposer shall furnish the information required by the solicitation. Proposals shall be submitted on the Proposal form contained in the solicitation. Proposer shall sign and print or type their name on the Proposal form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the Proposal. Proposals signed by an agent of the Proposer (other than an officer or a partner of the Proposer) are to be accompanied by evidence of the agent's City (unless such evidence has been previously furnished to the City).
- (c) All blanks on the Proposal form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items Proposal. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the Proposal form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Proposals for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the Proposal may be a basis for rejection of the Proposal as nonresponsive.

(e) The Proposer must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(15) Completion of Responses

- a) Information presented in the Proposals will be used to evaluate the qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide fleet services to the City.
- b) Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding
- c) Proposals shall be limited to a maximum of thirty (30) 8-1/2" X 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and one inch margins. Maximum number of pages excludes the required documents, as per solicitation index.

(16) Withdrawal of Proposals

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

(17) Evaluation and Selection of Proposals:

General:

- a) **Separate Packages.** Proposers are required to respond to this RFP with two separate packages: a technical proposal and a price proposal. City of Mission's Evaluation Committee will evaluate the technical proposals and determine which are technically acceptable. These will be ranked within a technical competitive range.
- b) **Responsiveness.** In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and City of Mission must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.
- c) **Organization of Technical Proposal Materials.** To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the following section entitled "Technical Evaluation Criteria." **The Evaluation Committee may reject proposals if found to be in an unorganized manner.** City of Mission shall appoint an Evaluation Committee to evaluate all proposals submitted for this project.

(18) Definitions for Technical Evaluation

Clarifications: Communications with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistake results in revisions.

Discussions: Oral or written communications including negotiations between the Authority and an offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.

- Deficiencies:** Defects in the proposal which preclude acceptance. Involves any part of the Offeror’s proposal which would not satisfy the City’s minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.
- Weakness:** Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.
- Strengths:** Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the City.

(19) Evaluation of Proposals

The City of Mission **representatives** will review and evaluate Proposals for Bank Depository using the **Adjectival Scoring Method**. The evaluation of Proposals shall be based on criteria described below. All Proposals will be evaluated as a whole, and the City of Mission may invite one or more of the Respondents to attend a formal interview, if necessary. The interview will allow the invited Respondents to further discuss their proposals with the City, and to respond to questions from the City. The Evaluation Committee will present the evaluation results to City Council for contract award.

(20) Technical Evaluation. Statutory Professional Services

Selection Committee Procedure:

- (1) A selection committee will be appointed to evaluate proposals submitted in response to this solicitation.
- (2) The proposals will be evaluated and ranked in accordance with the evaluation criteria outlined in “Technical Evaluation Criteria” provision. Based upon this evaluation alone, the selection committee may recommend to the Purchasing Director that price negotiations be entered with the highest technically ranked proposal. Therefore, the offeror's initial Technical Proposal submission document should contain the offeror's best terms from a technical standpoint.
- (3) Offerors may be requested to appear before the committee to make an oral presentation of their proposal and/or to respond to specific questions the committee may have about their proposal. The offerors may also be requested to respond to specific questions in writing to the Purchasing Director. At such time as these discussions have been completed, the evaluation committee will again evaluate the proposals in accordance with the evaluation criteria, taking into consideration the offeror's original proposal, any clarifications made to their proposals and any revised proposal and rank them accordingly. The committee will then recommend to the Purchasing Director that negotiations be conducted with the highest technically ranked offeror.
- (4) **A price proposal will only be requested from the highest ranked Offeror. Upon receiving the request for the above mentioned price proposal, the offeror shall submit the proposal within 7 calendar days and in accordance with the guidelines.**
- (5) If the City is unable to negotiate a mutually satisfactory contract with the highest ranked offeror, negotiations shall be formally ended with that Offeror and begun with the next highest offeror. Negotiations shall be undertaken in this manner until a mutually satisfactory contract has been negotiated or the solicitation is canceled.
- (6) The objective of the discussions and negotiations shall be to arrive at complete agreement on all requirements. Questions will not be left for later agreement.
- (7) The City reserves the right to investigate the qualifications of all offerors under consideration and to confirm any part of the information furnished by an Offeror, and/or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

(21) **Technical Evaluation Criteria** Proposals will present the technical elements of the proposal and must consist of the following sections:

1. **Statement of Organization** – Proposers are permitted to supply additional information that will assist the City in understanding the proposer’s organization.
2. **Method of Approach** – Proposer must provide a thorough description of the overall approach to providing Professional Services for Bond Counsel and describe why this is the best approach for the City.
3. **Experience and Performance History** – Proposer must disclose the amount of time that Proposer has been performing bond counsel services under its current business name. Proposers shall provide a list of municipalities similar to the City for which the Proposer or any affiliate has provided similar services to those for which Proposer is submitting a proposal.
4. **References** – Proposers shall provide a minimum of three (3) references from officials at public agencies, cities, or towns served by the proposer with services substantially similar to those for which the Proposer is submitting a proposal. Letters of reference will be accepted.
5. **Key Personnel** – The successful proposer shall provide all personnel required to perform the scope of Services. Description of policies and procedures that are in place to ensure that personnel performing services are qualified and proficient in rendering bond counsel services.
6. **Cost Proposal** – Services to be offered are to be clearly delineated with summary of each item and whether it is to be included as part of a base cost or an optional service along with the cost for each service in relation to bond counsel.

(22) **Interviews, Discussions, and Negotiations:**

- a) **Interviews:** The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with Proposers that fall within the competitive range.
- b) **Negotiations.** The committee or designated members of the committee may negotiate directly with the highest ranked proposer or with each proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a final supplement called a "best and final offer." The City reserves the right to negotiate all elements that comprise the successful Contractor’s response to ensure that the best possible consideration be afforded to all concerned.

(23) **Best and Final Offer:** The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

(24) **Amended Proposal:** Proposals cannot be altered or amended after opening time. Alterations made before opening time must be initialed by Proposer guaranteeing authenticity. No Proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

(25) STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL.

(26) **Acceptable Standards**

- a) Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful Proposer and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

- b) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a Proposer quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the Proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.

(27) **Indemnity:** The Proposer agrees to indemnify and save harmless the City, the Purchasing Director and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Director, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

(28) **Independent Contractor:** It is expressly understood and agreed that Contractor shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Contractor acknowledges that the doctrine of *respondent superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.

(29) **Discrepancies: Proposer shall carefully examine the Proposal forms, general terms and conditions, and specifications.** Should the Proposer find discrepancies in, or omissions from Proposal forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Director (Mission City Hall, ebelmarz@missiontexas.us (956) 580-8667) and obtain clarification by addendum prior to submitting any Proposal.

(30) **BILLING AND PAYMENT INSTRUCTIONS:**

Invoices must include:

- a. Name and address of successful vendor
- b. Name and address of receiving department or official
- c. Purchase Order Number (if any)
- d. Notation - **“Professional Services for Bond Counsel”**
- e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.
- f. Invoices are to be submitted on a monthly basis for billing and payment.

(31) **Funding**

- a) Funds for this procurement have been provided through Local Funding for this fiscal year only. The award of a Proposal or contract hereunder will not be construed to create a debt for the City which is payable out of local funds beyond the current fiscal year.

(32) The City of Mission reserves the right to waive or take exception to any part of the scope of service when in the best interest of the City of Mission.

(33) Proposer must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

(34) Proposer are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7th business

day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

(35) Termination for Convenience:

- a) City of Mission may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of City of Mission by giving 30 days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of termination. The Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to City of Mission, the Contractor will account for the same and dispose of it in the manner City of Mission directs.
- b) Non-appropriation of Funds: In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

(36) Termination For Default:

Default: In the event that the Contractor breaches the terms or violates the conditions of the Contract, and does not within ten (10) days of written notice from City of Mission cure such breach or violation. City of Mission may immediately terminate the Contract, and shall pay the Contractor only its allowable cost to date of termination.

Notice: Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default.

City of Mission Options: In case of default on the part of the Contractor, the Contract may be terminated and in such event:

- a. City of Mission may complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract, or
- b. City of Mission may direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to City of Mission any amounts paid by City of Mission to the Contractor, and City of Mission shall have no further liability to the Contractor.
- c. City of Mission may contract to acquire supplies or services similar to those terminated.

(37) Non-Appropriation Provision

The City may cancel the contract should the present or any future City Council not appropriate funds in any fiscal year for the payments required by this agreement. No penalty shall be assessed against City in the event of any such non-appropriation. In the event of non-appropriation, the City shall give the successful Proposer advance written notice before cancellation of the contract, and the City shall not be obligated to make any payments beyond the end of the fiscal year.

(38) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a

disclosure of interested parties. For more information go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(39) Insurance Requirements for Supply/Services and/or Construction

(a) Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

- Contractual Liability covering Contractor's obligations herein
- Personal Injury Advertising Liability
- Medical Payments
- Fire Damage Legal Liability
- Broad Form Property Damage
- Liability for Independent Contractors

(c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;

(e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

(f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission
Eduardo Belmarez, Purchasing Director
1201 E. 8th Street
Mission, TX 78572
Proposal # 21-001-10-09

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

(g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Director. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.

(h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

(i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.

(j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

(k) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

(l) Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.

(m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(40) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission
1201 E. 8th Street, Room R-101
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal. If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

CITY OF MISSION
Scope of Service

Solicitation Name: **“PROFESSIONAL SERVICES FOR BOND COUNSEL”**

INTRODUCTION

The City of Mission is seeking proposals to select a law firm to provide legal advice, represent the City in legal matters, and prepare legal documents in relations to the issuance of debt as authorized by the State of Texas and in accordance applicable Federal laws. **Scope of Services Proposals** from qualified firms must describe in detail the methodology, strategies, and timelines to perform the Professional Services for Bond Counsel.

1. Summary of Scope of Work:

The duties of the selected firm may include, but are not limited to, the following:

- i. Provide advice and assistance on a continuing basis, as needed, on the legal requirements of various municipal financing structures, including, but not limited to, advice concerning tax issues, securities, and responsibilities of the CITY with respect to its debt issuances, including representations regarding whether Bond Counsel or Co-Bond Counsel, to its knowledge, is aware of any facts or omissions of facts that would make the CITY’s disclosure untrue or misleading.
- ii. Assist the CITY’s legal and financial staff and the CITY’s financial advisor in preparation of official statements, including, but not limited to preparing and/or reviewing preliminary official statements, and other documents necessary or appropriate to the authorization, issuance, sale or delivery of municipal securities.
- iii. Prepare all necessary legal documents in connection with the authorization, issuance, sale and delivery of bonds, certificates, notes and other debt instruments, including notices of intent to issue, agenda notices, ordinances and resolutions authorizing issuance, bid documents, closing certificates, paying agent/registrar agreements, escrow agreements, trust indentures, and other documentation as required by the CITY, the Texas Attorney General, the rating agencies and the insurance providers.
- iv. Rendering an opinion that the CITY’s bonds are binding obligations of the CITY and are validly issued under Texas law and that the interest on the bonds is excludable from gross income tax under federal law.
- v. Produce and provide multiple copies of all bond transcripts, as requested, for CITY use.
- vi. Attend meetings with CITY staff, attend City Council briefings and meetings, bid openings and bond sales, and other meetings, including, but not limited to, meetings with potential investors, rating agencies and or credit enhancement providers, as may be requested by the City Attorney, City Manager or Finance Director.
- vii. Provide legal advice concerning the restrictions on the expenditure of CITY bond funds. Keep CITY abreast of federal and state law and federal tax developments which might be applicable to the CITY’s financing program or tax-exempt status of CITY’s proposed and outstanding bonds. This may include assistance in the development of alternative financing programs for potential capital projects, evaluating state and federal legislation for the CITY, and other tasks as required.
- viii. Request and obtain approval of bond issues from the Texas Attorney General and any other required authorities.
- ix. Review bond proofs and supervise the execution and delivery of the bonds or other debt instruments.
- x. Assist in the preparation of a no-arbitrage certificate for the CITY in connection with its debt issuances and any

other required IRS filings.

- Xi.** Providing advice generally on compliance with securities laws.
- Xii.** Providing any other legal services, advice or opinions as requested related to the CITY's financial reporting and financing program.
- Xiii.** Preparing and/or reviewing preliminary official statements, and other disclosure documents necessary or appropriate to the authorization, issuance, sale or delivery of municipal securities.
- Xiv.** Providing training for CITY staff and City Council with respect to disclosure rules, regulations and responsibilities.
- Xv.** Assist CITY staff in documenting and updating internal written policies and procedures with respect to disclosure activities, including both initial offering documents and ongoing disclosure obligations.
- Xvi.** Assist staff in monitoring disclosure requirements to help staff ensure timely and complete disclosures.
- Xvii.** Assist CITY staff in preparation of bond election documents and canvassing.

City Of Mission
Vendor Acknowledgment Form - Non-Collusive Proposal Certification
Proposal Name/No.: "Professional Services for Bond Counsel"/ 21-001-10-09

I/We have read instructions to Proposer and specifications. My/Our Proposal conforms to all Proposal specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to Proposer and specifications.

The undersigned Proposer, by signing and executing this Proposal, certifies and represents to the CITY OF MISSION that Proposer has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this Proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this Proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF MISSION concerning this Proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposer so as to give the undersigned a preferential advantage with respect to this Proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this Proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this Proposal, the submission of this Proposal, the award of this Proposal or the performance, delivery or sale pursuant to this Proposal.

Date: _____
Company Name: _____
Signature: _____
Title: _____

Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed Proposal.

**CITY OF MISSION
ADDENDA CHECKLIST
PROPOSAL NAME/NO: Professional Services for Bond Counsel/ 21-001-10-09**

Proposal of: _____
(Proposer Company Name)

To: City of Mission

Ref.: “Professional Services for Bond Counsel”:21-001-10-09

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____

(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
\$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M
\$10M-\$16M \$16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

9. Is any litigation pending against the Business? Yes No

10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15. Is the Business in arrears on any contract or debt? Yes No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____

Signature: _____ Date: _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address: