



REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

SOQ #1090
CITY OF CORINTH, TEXAS

IMPORTANT DATES:

SOQ Issue Date: Tuesday, February 9, 2016
SOQ Publication Dates: February 9, 2016 & February 16, 2016
Questions Deadline: Monday, February 22, 2016 @ 3:00 PM CST
Submittal Due Date and Time: Tuesday, March 1, 2016 @ 2:00 PM CST

Sealed proposals for the materials or services specified will be received by the City of Corinth at the office of the Purchasing Agent until the date and time as indicated above.

Please submit one (1) original unbound proposal, four (4) complete bound copies of proposal, and one (1) complete copy in CD-ROM or memory drive format (each with required signatures), in a sealed envelope or package to the address listed below.

Delivery & Mailing Address:

City of Corinth
Attn: Purchasing Agent
3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76208

Proposal Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3244

Sealed submissions shall be clearly marked "SOQ #1090-Contract City Attorney Services" Do not open until 2:00 PM March 1, 2016; and include the respondent's name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. **All forms in Appendix B must be completed, signed and returned with the proposal.**

Requests for additional information should be made no later than the date and time above and shall be directed to the Purchasing Agent at purchasing@cityofcorinth.com. All requests must be made in writing. Oral explanations will not be binding.

Any interpretations, corrections, or changes to this Request for Statements of Qualifications or specifications will be made by addenda. Addenda will be posted at <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

The City of Corinth reserves the right to reject any and all proposals and to waive defects in proposals. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a proposal on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown above.** Proposals received later than the date and time above will be returned unopened, and will not be considered in the evaluation process. No telephone, facsimile or electronic proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

1. INTRODUCTION

The City of Corinth is accepting Statements of Qualifications from qualified firms or individuals to provide contract City Attorney services as described in this Request for Statements of Qualifications (SOQ). The successful Respondent shall execute a contract with the City to furnish all equipment, materials, supplies, labor, permits, insurance and licenses in accordance with the instructions, specifications, terms and conditions set forth in this Request for Statements of Qualifications (SOQ). The successful Respondent will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The City reserves the right to select an individual or one firm for legal services.

The contract shall commence upon appointment by the City Council, and the issuance of a Notice to Proceed by the City and shall be in effect for one year, unless earlier terminated. At the City of Corinth's option and approval by the Contractor, the contract may be renewed for two additional one (1) year periods.

2. SCOPE OF SERVICES

The City of Corinth ("City") is a Home Rule municipality that operates under a Council-Manager form of government. Corinth is located along the Interstate 35E corridor between Denton and Dallas, in the north central portion of Texas. The City currently occupies a land area of eight square miles and serves a growing population of approximately 19,961. It provides a variety of public services to citizens and visitors in the Corinth area. The City Council appoints the City Attorney and the City Manager manages legal services for the City. Individual departments may frequently initiate the work, although the City Manager retains the core responsibility for legal functions, coordination of these services and the legal budget. City departments include Administration, Economic Development, Finance, Fire, Human Resources, Municipal Court, Police, Planning & Development, Public Works, Parks Maintenance and Recreation, Technology Services, and Utility Billing. Each department works actively with the City Attorney for advice and counsel.

An important part of this governance relies on quality legal services. This scope of services will include the appointment of one individual or law firm to serve in the position of City Attorney, who will be appointed and serve at the will and pleasure of the City Council of Corinth in accordance with Article VI of the City Charter of Corinth.

The firm/individual selected shall have a Juris Doctorate from a school accredited by the American Bar Association, a license to practice law in the State of Texas, and be a member in good standing with the State Bar of Texas. Five years' experience with Texas municipalities and knowledge of municipal law, municipal finance, personnel law, employment law, and land use and regulation is required.

The legal services under consideration include, but are not limited to:

- A. Being the legal advisor of, and attorney for, all of the offices and departments of the City.
- B. Represent the City in any and all litigation and legal proceedings, provided however, that the Council may retain special counsel at any time it deems appropriate and necessary. Municipal Court prosecutor services are contracted separately and are not included in the scope of services for this contract.
- C. Coordinating with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal issues among special counsel.
- D. Reviewing and/or drafting, and approving as to form, all documents, contracts, agreements, deeds, easements, resolutions, ordinances, and legal instruments in which the City may have an interest as may be required by the City Manager or Council.
- E. Performing such other duties that are prescribed in the City's Charter, or by ordinance or resolution of the City Council.
- F. Providing a variety of proactive, high-quality and timely legal services, opinions and representation to the City Council, City Manager and City staff.

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

- G. Assisting City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
- H. Assisting City officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
- I. Attending regular and special-called meetings of the City Council, and board and commission meetings as requested.
- J. Knowledge of Texas Public Information Act and Texas Open Meeting Act.
- K. Become familiar with the City's Code of Ordinances, applicable State and Federal laws, Local Government Code, applicable statutes and policies (e.g., as the City's Personnel Policies and Procedures Manual, code enforcement process).
- L. Assisting with resolution of contract disputes.
- M. Staying abreast and informing the City of new or proposed State and Federal legislation affecting the City.
- N. Researching alternative approaches to resolving legal problems (i.e. Alternative Dispute Resolution).
- O. Reviewing and making recommendations on a variety of projects and proposals which have legal ramifications.
- P. Maintaining an appropriate relationship with professional organizations in the field of municipal legal services.
- Q. Assisting the City Secretary in staying current on State and Federal Election Laws and administration of elections for the City.
- R. Knowledge of land use laws and abilities of City to implement and administer such laws in conformance with State requirements and the City Commission's desire to improve such land use planning.
- S. Knowledge of laws and experience with managing extraterritorial jurisdiction (ETJ) and annexations.
- T. Knowledge of laws and methods to facilitate effective code enforcement to improve deteriorating areas of the City, including demolition procedures and property maintenance code provision.
- U. Knowledge of laws and experience in regard to economic development projects and laws.

3. SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

A. FORMAT AND REQUIREMENTS FOR TECHNICAL PROPOSAL SUBMITTAL (PRICE/COST RELATED INFORMATION SHALL NOT BE INCLUDED IN THE SUBMITTAL)

The technical proposal shall contain the following information at a minimum to be considered responsive and shall be in the following order:

1. Cover Letter with a general description of the firm and the services it provides. The letter should indicate your firm's understanding of the scope and requirements relating to this proposal. A person who is authorized by the organization to enter into an agreement with the City of Corinth, Texas will sign the letter.
2. Name of firm/individual, owner, address and telephone number. Provide addresses of all firm offices, identifying in which office the work will be performed, the number of years of continuous operation under the current law firm name, and if less than ten years, provide the former name of the firm.

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

3. Personnel Qualifications. Identify the primary attorney who will provide services to the City; and provide their complete resume, education, and experience with municipal clients. Provide the same for all other attorney(s), (if any) in the firm who may assist with the provision of services. If specialty attorney(s) or additional resources are available through your firm to meet special or unusual needs, please briefly identify such individuals and specialties.
4. Specialized Legal Services Competence. Provide information about the attorney(s) and firm's experience in providing legal services to municipalities with populations of 20,000 or more, and experience with municipal litigation. Provide at least five references from these municipalities including names, contact persons and phone numbers. Identify if firm is approved defense counsel for TMLIRP.
5. Capacity and Capability. Provide information about the attorney(s) and firm's capability to perform on short notice and in a timely manner. If the appointed City Attorney is not available, describe how requests for services will be handled. Provide information about how often the lead attorney will be available to the City Council, City Manager and City staff.
6. Approach to Communicating with the City. Describe the attorney(s) and firm's approach. Firm's approach to communicating with the City in regard to progress reports, status reports, recommendations, status of opinions, etc.
7. Understanding of Services to be Provided. Describe the attorney(s)/firm's understanding of the scope of work.
8. Work Schedule and Approach to Project Management. Provide a plan for service delivery, and an explanation of how tasks and projects are managed within the firm to insure timely response and completion.
9. Transition Coordination. Describe approach and suggestions for the transition from the current City Attorney to the new individual or firm.
10. Conflict of Interest. List any clients your firm currently represents that could cause a conflict of interest with your responsibilities providing City Attorney services for Corinth, and describe how you are willing to handle these or future conflicts of interest. Identify whether you represent any other public entities within Denton County, or any real estate development company doing business in or with the City.
11. Statement. The attorney or if a firm, the firm's representative, by submitting a proposal, certifies that to the best of its knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in their firm or in the purchase of services as described in this SOQ.
12. Acknowledgment of Addenda. Acknowledge and sign all addenda, as applicable.
13. Submittal Forms. Complete and sign all forms included in Appendix B.
14. Professional Services Agreement. Insert your firm's standard Professional Services Agreement for governmental entities.

Proposals may not be withdrawn or canceled for a period of (120) days following the date designated for the receipt of proposals, and respondents so agree upon the submission of their proposal. Respondents are expected to examine the instructions, specifications, terms and conditions prior to submitting their SOQ. Failure to do so will be at the respondent's risk. At the City's request, Respondents may be selected for in-person presentations. All proposals and related materials become the property of the City. The City reserves the right to reject any or all proposals submitted.

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

4. EVALUATION PROCEDURES

A. Consultant Selection Process

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the City after the closing date.

The following is the anticipated SOQ review and consultant selection process:

1. City Council will review SOQ responses and compile a shortlist of qualified individuals or firms for further evaluation. Only those consultants who are placed on the shortlist on the basis of the evaluation criteria will be considered. Cost-related or price-related evaluation factors will not be used. Written notification will be provided to shortlisted individuals or firms and to those not selected for the shortlist.
2. City Council may or may not conduct interviews with the shortlisted individuals or firms. Selection may be made strictly from the information provided in the SOQ response. However, the City reserves the right to conduct interviews and request presentations from any Respondent. City Staff will contact each shortlisted consultant to arrange a date and time for the interviews, if applicable.
3. City Council will select the highest ranked firm based upon final review of the SOQ responses, and the shortlist interviews, if applicable.
4. City Council will enter into negotiations with the highest ranked firm on the basis of the SOQ response, and interview, if applicable.
5. Negotiations will continue until terms, conditions, and a fair and reasonable price are agreed upon. If a successful contract cannot be negotiated with the most qualified firm, the City shall formally end negotiations with that provider, select the next highest ranked firm, and begin negotiations, and continue this process until successful negotiations are completed. Once negotiations have ceased with a firm, reopening negotiations with that firm is not allowed.
6. Upon completion of the approval process and approval of the contract terms and conditions by the City's Legal consultant, the City Council will award the contract.

B. Evaluation Criteria

The City will review all SOQ responses for completeness based on the requirements in this SOQ. Those found to be incomplete or fail to address the needs of the City will not be evaluated.

City Council will review the proposals received in accordance with the requirements defined in the SOQ. The objective of the City Council will be to select the Firm that is the most highly qualified to service the City's needs. Proposals will be evaluated using the following criteria:

Criteria

- | | Points |
|---|---------------|
| 1. Firm's overall ability to meet the City's objectives | 25 |
| a) Meets qualifications identified in the Request for SOQ | |
| b) Available support staff and range of services offered | |
| c) Demonstration of workload capacity and a level of experience commensurate with the level of service required by the City | |
| d) Approach to communicating with the City in regard to progress reports, status reports, recommendations, status of opinions, etc. | |
| e) Work schedule and approach to project management. Ability to be available on short notice and attend meetings as needed | |
| f) Transition coordination: approach and suggestions for transition from current City Attorney to new individual or firm | |
| g) Conflict of interest: List of clients that could cause a conflict of interest and describe how current or future conflicts will be handled. Identify other public entity clients within Denton County, or real estate development company doing business in or with the City | |

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

2. Experience working for municipalities	30
a) Familiarity with laws and regulations governing Texas local government and operating procedures relative to conduct City business	
b) Demonstration of expertise in municipal law, municipal finance, personnel law, employment law, zoning, code enforcement, land use and regulation, election laws and administration of elections, and economic development projects and laws.	
c) Knowledge of laws and experience managing extraterritorial jurisdiction (ETC)	
d) Experience coordinating with other special counsel as needed to assure proper management of legal issues	
3. Professional qualifications of individuals assigned to the represent the City	25
a) Firm/individual has Juris Doctorate from a school accredited by the American Bar Association	
b) Firm/individual has license to practice law in Texas	
c) Firm/individual is a member in good standing with the State Bar of Texas	
d) Firm/individual has five years of experience working with Texas municipalities	
e) Firm/individual is approved defense counsel for TMLIRP	
f) Demonstration of specialized legal services competence	
4. References for municipalities with of similar size and demographics	20
a) List of at least five city references with a population of at least 20,000. Include City name, contact person, and phone number	
b) Professional reputation for providing high quality services, ability to work cooperatively with City Council, City Manager, City staff, and demonstrates sound judgement, integrity and reliability as determined by the references provided	
TOTAL	100

The City reserves the right to:

- require additional technical and pricing information and
- have discussions with Respondents regarding all elements which comprise the Respondent's proposal,
- to accept all or part of any proposal, or
- to reject any or all proposals, and
- to re-solicit for proposals.

5. GENERAL INFORMATION

- A. Confidentiality:** Information contained in this Request for SOQ is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the services stipulated in this Request for SOQ.
- B. Proposal Preparation Cost:** All costs associated with the preparation of the proposal will be borne by the respondent.
- C. Withdrawal of Proposal:** Proposals may be withdrawn prior to the closing time for SOQs, as long as the request is submitted in writing by an authorized representative. Thereafter, all proposals shall remain open and valid for a period of 120 days.
- D. Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed services.
- E. Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.



APPENDIX A

STANDARD TERMS & CONDITIONS

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

1. TERMS AND CONDITIONS

The terms and conditions set forth in this solicitation shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

- A. ADDENDA:** Any interpretations, corrections or changes to this solicitation or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this solicitation, and will be posted at <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. ADVERTISING:** The successful respondent shall not advertise or publish, without the City of Corinth's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
- C. ALTERING PROPOSAL:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- E. ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City of Corinth.
- F. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
- G. COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Corinth unless specifically approved, or requested by the Contract Administrator.
- H. CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Corinth's Purchasing Office (attached).
- I. CONTRACT ADMINISTRATOR:** Under the contract, the City of Corinth, Texas, may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City of Corinth, Texas and the successful contractor.
- J. CONTRACT ENFORCEMENT:**
1. The City of Corinth, Texas reserves the right to enforce the performance of any contract that results from an award of this solicitation. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Corinth, Texas in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
 2. In the event the successful contractor shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractors rights shall terminate. Respondents who submit proposals for this service agree that the City of Corinth, Texas shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
 3. Any notice provided by this solicitation (or required by law) to be given to the successful contractor by the City of Corinth, Texas shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.
 4. The successful contractor and the City of Corinth, Texas agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this solicitation and the UCC, the solicitation will control.
- K. ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City of Corinth, except in accordance with City Policy.
- L. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this solicitation will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation.

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

- M. FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the respondent has fully advised the City of Corinth as to the facts and circumstances surrounding the conviction.
- N. FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful respondent nor the City of Corinth is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- O. INDEMNITY AGREEMENT:** Except as hereinafter set forth, the successful respondent shall indemnify and hold harmless the City of Corinth, "Owner," the Owner's Representative and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the successful respondent's proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the respondent, a subcontractor of the respondent, anyone directly or indirectly employed or contracted by the respondent or anyone for whose acts the successful respondent may be liable.
- P. INVOICES:** Each invoice shall contain the successful respondent's name and address, City of Corinth's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Corinth, Attention Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- Q. LATE SUBMITTALS:** The City of Corinth will reject late proposals. The City of Corinth is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office, for confirmation of receipt you may contact Cindy Troyer, Purchasing Agent at 940-498-3244.
- R. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:
- a. Have adequate financial resources or the ability to obtain such resources.
 - b. Be able to comply with the instructions, specifications, terms and conditions.
 - c. Have a satisfactory record of performance.
 - d. Have a satisfactory record of integrity and ethics.
 - e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- S. PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.
- T. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- U. PRICES HELD FIRM:** All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
- If during the life of the contract, the successful vendor's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Corinth, Texas.
- V. PURCHASE ORDER:** The City of Corinth shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices.
- W. REFERENCES:** The City of Corinth requests Respondent to supply, with its proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- X. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Information submitted by the Company shall not be released by the City, and the SOQ will not be available for inspection, during the evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- Y. REQUIRED DOCUMENTATION:** In response to this solicitation, all documentation required by this solicitation must be provided.
- Z. SALES TAX:** The City of Corinth is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- AA. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

- BB. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- CC. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- DD. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Corinth, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.
- EE. TERMINATION FOR DEFAULT:** The City of Corinth reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City of Corinth reserves the right to terminate the contract in the manner set forth in the attached Contract.
- FF. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a 10 day written notice prior to any cancellation. The successful respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- GG. TRAVEL AND DIRECT CHARGES:** The City of Corinth shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- HH. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- II. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the respondent prior to the proposal deadline.



APPENDIX B

SUBMITTAL FORMS

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

(COMPLETE, IF APPLICABLE)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed and notarized copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CITY OF CORINTH SOQ #1090
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONTRACT CITY ATTORNEY SERVICES

CERTIFICATION FORM

In submitting this proposal, the respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
8. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
9. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
10. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

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

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

AUTHORIZED REPRESENTATIVE:

Signature

Date

Printed Name

Title

Email Address

Phone