



**CITY OF ALAMO HEIGHTS
REQUEST FOR PROPOSALS (RFP) 2019
LEGAL SERVICES**

Request for Proposals, plainly marked **RFP 2019, REQUEST FOR PROPOSAL FOR LEGAL SERVICES DO NOT OPEN** on the outside of the mailing envelope, addressed to Jennifer Reyna, City Secretary, City of Alamo Heights, 6116 Broadway, Alamo Heights, Texas 78209 will be accepted until 2:00 p.m., Central Time, on Friday, June 21, 2019.

The RFP may be downloaded from the City's website, <https://www.alamoheightstx.gov/departments/administration-and-finance/rfps-rfqs-bids/> or by contacting the City Secretary at jreyna@alamoheightstx.gov. Any questions regarding this RFP should be addressed to the City Manager, Buddy Kuhn by e-mail bkuhn@alamoheightstx.gov. Responses to questions will be posted with the solicitation on the City of Alamo Heights website.

The City of Alamo Heights reserves the right to reject any and all request for proposals, to waive any irregularity, informality, technicality, or deficiencies, to proceed or not to proceed with any subsequent proposal process, or to negotiate without further process any contract as may be in the best interest of the City.

IMPORTANT DATES

Solicitation Release Date May 22, 2019
Submittal Deadline (2:00 p.m. CST) June 21, 2019
InterviewsTBD
Select Firm & Award ContractTBD

<u>City Contact</u>	<u>Mailing/Physical Address</u>
Buddy Kuhn, City Manager	City of Alamo Heights
Phone: 210-832-2209	6116 Broadway
E-mail: bkuhn@alamoheightstx.gov	Alamo Heights, Texas 78209

CITY OF ALAMO HEIGHTS
REQUEST FOR PROPOSALS 2019
CITY ATTORNEY SERVICES

SECTION 1. INTRODUCTION:

The City of Alamo Heights is a home-rule municipality, meaning that it operates under a municipal charter that has been adopted or amended as authorized by Article XI, Section 5, of the Texas Constitution. The original Alamo Heights City Charter was adopted in 1954 and then amended in November 2007 and May 2011. Pursuant to its provisions and subject only to the limitations imposed by the state constitution and by state law, all powers of the City are vested in the elective City Council, which enacts local legislation, adopts budgets, determines policies, and appoints the highest-level city officials. The City Council executes the laws and oversees the government of the city. The City is a full service City and provides a wide variety of services to citizens and visitors in the Alamo Heights area. Services include police, community development, building inspections, code enforcement, public works (owner and operator of water system and wastewater system), and general administrative activities.

The City of Alamo Heights follows a “Council-Manager” form of government as provided by the City Charter. Alamo Heights is governed by a Mayor and five (5) Councilmembers who serve staggered two (2) year term.

The City has three (3) boards and commission: the Planning & Zoning Commission, Board of Adjustment and Architectural Review Board.

SECTION 2. REQUEST FOR PROPOSALS:

The City of Alamo Heights (City) is soliciting proposals from experienced professional legal firms or individual attorney interested in providing City Attorney services to the City on a contractual basis. Law firms or individual lawyers licensed by the State Bar of Texas are invited to submit qualifications and proposals for the provision of these services. In order to be considered, proposals must address each of the request for information included in the document. In addition, information regarding rates and fees must be submitted on the sheet included in the Request for Proposal (RFP). The successful applicant shall possess sufficient resources to ensure that the demands of the City’s legal needs will be met on a timely basis.

The period of performance shall be for a period of three-years, with one-year renewal options for these services commencing on the date designated in the Contract between the City and the firm/individual, and approved by City Council. However, the City Council reserves the right

to terminate the contract services agreement upon thirty (30) days written notice without cause. The contract services agreement may be terminated for cause immediately. In the event that the relationship between the City and the successful firm or individual is satisfactory to both parties, the contract services agreement may be continued for as long as both parties wish to extend.

In order to ensure a fair review and selection process, firms submitting proposals are specifically requested not to make contact with other City staff or City Council regarding this proposal. Any questions regarding this RFP should be addressed to Buddy Kuhn, City Manager, bkuhn@alamoheightstx.gov no later than ten (10) days prior to the submission deadline. Responses to questions will be posted on the City's website <https://www.alamoheightstx.gov/departments/administration-and-finance/rfps-rfqs-bids/>

SECTION 3. SUBMITTAL REQUIREMENTS

Respondent shall submit one (1) complete original proposal signed in ink, and four (4) hard copies and one (1) electronic copy in PDF format on USB Flash Drive of the entire proposal in a sealed package clearly marked with the project name, "RFP 2019, PROPOSAL FOR LEGAL SERVICES DO NOT OPEN," shall be marked on the front of the package.

In order to be considered, proposals must be received no later than **2:00 PM, Central Time, June 21, 2019**, and delivered to:

Jennifer Reyna
City Secretary
6116 Broadway
Alamo Heights, TX 78209

Proposals received after the deadline will not be accepted. Faxed or emailed proposals will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or for any delays in delivery.

The City will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews.

The City of Alamo Heights reserves the right to reject any and all proposals, to waive irregularities, to request additional information from all respondents, and further reserves the right to select the proposal, which furthers the best interest of the City. This solicitation does not obligate the City to enter into an agreement with any proposer. The City reserves the right to cancel this Request for Proposal (RFP) at any time, at its discretion.

The City will review the respondents in order of perceived qualifications to determine the most highly qualified respondent. Negotiations will be initiated with the firm selected most highly qualified in order to attempt to arrive at a contract with that firm at a fair and reasonable price.

The professional fees under that contract must be consistent with, and not higher than, the recommended practices and fees published by the applicable professional associations, and may not exceed any maximum provided by law.

3.01 Late Submission

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

3.02 Rejection of Request of Proposal

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

3.03 Solicitation Costs

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

3.04 Rejection of Request of Proposal

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

3.05 Clarification

If any Respondent is in doubt as to the meaning of any part of this solicitation, a written request for clarification should be submitted to Buddy Kuhn, City Manager, bkuhn@alamoheightstx.gov no later than ten (10) consecutive days prior to the official time for submission. An interpretation

of the request shall be made only by written response, duly issued, with a copy posted for review on the City website.

3.06 Separate Contract

The City will require the selected Respondent to sign a separate, formal contract that fully incorporates all the provisions of this solicitation. The City reserves the right to modify terms and conditions of any proposed contract during negotiations with the Respondent.

3.07 Requests for Non-Disclosure of Information

Except for those documents or portions of documents required to be disclosed by law, all documents submitted as part of the Respondent's proposal will be deemed confidential during the evaluation process. Following award of contract, all proposals will become public documents and will be available for public viewing unless the Respondent has previously requested in writing the nondisclosure of trade secrets and other proprietary data and has clearly identified those portions of its request for proposals, which the Respondent considers to be trade secrets and/or proprietary data. The Respondent may not identify its entire request of proposal as consisting of trade secrets and/or proprietary data and any statement of qualifications so marked shall be considered nonresponsive. The City makes no representations with regard to whether the identified proportions of a request of proposal are subject to public viewing pursuant to the Texas Public Information Act (Section 52.001 et seq. of the Texas Government Code) or any other applicable law or statutes.

3.08 Negotiations

Negotiations may be conducted with the Respondent whose proposals, in the sole determination of the City, offers the best legal services to the City or the City may award the contract based on such Respondent's original request for proposal. If the City is unable to agree upon a contract with the highest ranked Respondent, the City will terminate negotiations with such Offer and commence negotiations with the next highest ranked Respondent(s) until a contract is agreed upon, subject to the City's right to reject all requests for proposals.

3.09 Independent Contractor

Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be independent contractors, responsible for their respective acts or omissions, and that the City shall in no way be responsible for Respondent's actions.

3.10 Assignment

Respondent may not transfer or assign their proposal or any contract between a Respondent and the City, which is awarded under this solicitation.

3.11 Tax Exemption

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

3.12 State of Texas Conflict of Interest CIQ Form

Chapter 176 of the Texas Local Government Code requires that persons , or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City shall file a completed Form CIQ if those persons meet the requirements under §176.066(a) of the statute. Form CIQ is available from the Texas Ethics Commission.

3.13 Representation of Respondent

By submitting request of proposal, Respondent represents that:

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

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SECTION 4. SCOPE OF SERVICES

The firm/individual selected is to possess a Juris Doctorate (or have members possess such a degree) from an accredited law school by the American Bar Association, a license to practice law in the State of Texas, and be a member in good standing with the Texas Bar. Experience with Texas municipalities and a comprehensive knowledge of municipal law is strongly preferred.

An important part of governance relies on quality legal services. The 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 by and serve at the will and pleasure of the Alamo Heights City Council.

The scope of services for which fees and rates are requested are not inclusive but are generally divided into three categories: general representation, special projects, and litigation. The firm will be required to provide a detailed, itemized billing on a monthly basis.

A. Basic Legal Services

1. Reviewing and drafting agreements, contracts, deeds, easements, ordinances, and resolutions.
2. Reviewing agendas and supporting materials for the City Council meeting, preparing legal advice, attending City Council meetings, generally held on the 2nd and 4th Monday of each month, and special called City Council meetings, as required, including Planning and Zoning and Board of Adjustment, any other board, committee, or commission meetings as requested by the City Manager and/or Mayor.
3. Providing advice and consultation with City staff via telephone during normal business hours regarding government operations, elections, open meetings, public information, City Ordinances, State law, personnel matters, property matters, and real estate matters including annexation, zoning, and condemnation.
4. Providing counsel and advice to the City Council, city staff, Boards and Commission.

B. Special Projects

This category includes any unusually large projects defined as projects that will require 20 hours or more of attorney time to handle. Examples of these special projects may include assistance in development of special purpose agreements, or legal assistance to a City Council appointed board, committee, or commission.

C. Litigation

The City is insured by Texas Municipal League (TML) and the majority of litigation is handled by TML attorneys. This category includes litigation not covered by TML and would include both

preparation for trial and actual courtroom time for litigation filed by or against the City, Zoning Commission hearings, Board of Adjustment hearings, mediations, contractual disputes and condemnation proceedings.

SECTION 5. PROPOSAL REQUIREMENTS

Each RFP must include the following information:

- A. Firm or individual name, including the addresses of all firm offices, identifying in which office the work will be performed.
- B. Names of principals in the firm and the number of years the firm has been in business. Attach a list of principals in the firm; including a biographical sketch of each. Include education, years of legal experience, **years of municipal legal experience**, and any other areas of specialty within the field of municipal law. A statement naming (for any applicable individuals) the principal anticipated to be the attorney with responsibility for providing the City of Alamo Heights with City Attorney Services.
- C. A list of supporting attorneys who will provide legal services to the City of Alamo Heights naming in ranking order, any attorney anticipated to represent the City of Alamo Heights, complete with educational and credentialing information, years of legal experience, **years of municipal legal experience**, and information of any areas of specialty within the field of municipal law.
- D. Summary of qualifications, specializations, experience, professional affiliations, special training, and Texas Bar certification in municipal law or other related fields.
- E. Number of staff, by discipline, in the office and copies of their résumés.
- F. List a minimum of five (5) professional references, including current municipal clients that the individual or the firm has represented in the past five (5) years. List a contact person for each client with a telephone number for the contact person.
- G. Please provide a list of any clients that you currently represent that could cause a conflict of interest with your responsibilities with the City of Alamo Heights. Describe how you would be willing to resolve these or any future conflicts of interest.
- H. If your firm has filed any litigation in the past five years in which either the City of Alamo Heights or one of its officials or employees was named as a defendant, please describe the case(s).
- I. If you have filed any litigation or administrative hearing in the past five years against any municipality, please describe the case(s).

- J. Any other documentation which the firm / individual deems necessary which will detail the firm's or individual's professional experience.

Each submittal should provide a summary detailing the experience and understanding of the role of providing consulting legal services.

Failure to provide completed documentation.

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

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SECTION 6. PROPOSED FEE

The fee schedule shall be completed and provided.

Proposed Fees for City Attorney Services

The following rates are proposed by the firm of _____ for City Attorney services to the City of Alamo Heights.

1. General Representation, Hourly Rate Partner: \$_____ Associate: \$_____

Optional: Monthly Retainer: \$_____

2. Special Projects, Hourly Rate Partner: \$_____ Associate: \$_____

3. Municipal Court Rate \$_____

4. Litigation, Preparation Time – Hourly Rate Partner: \$_____ Associate: \$_____

5. Litigation, Court Room Time – Hourly Rate Partner: \$_____ Associate: \$_____

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SECTION 7. EVALUATION

Evaluation Process

From the responses received, a finalist list of two or three firms or individuals may be invited to make a presentation to the Evaluation Committee at a date and time to be determined, and may require the submission of additional information or materials. The City Council will make the final determination of the successful firm.

During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from proposing firms, or to allow corrections of errors or omissions. In addition, qualifications and references of the top candidates will be verified. The City reserves the right to verify any information contained in proposals.

Evaluation Criteria:

	Maximum Points
The Request for Proposal will be evaluated on the following criteria through the assignment of rating points (100 points maximum) to determine a finalist group of three firms, whose RFPs will be assigned to the Evaluation Committee.	
General Qualifications of the firm/individual and key personnel	0 – 25 Points
Demonstrated experience in Alamo Heights and / or other similar municipal environments	0 – 25 Points
Quality and extent of services provided	0 – 15 Points
Key personnel’s professional background, experience and abilities	0 – 15 Points
References	0 – 10 Points
Knowledge of federal, state and local regulations, policies and procedures	0 – 10 Points

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SECTION 8. INSURANCE REQUIREMENTS

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

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

Insurance Company Qualifications

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

Certificate of Insurance

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

Type of Contract Type and Amount of Insurance

Statutory Workers Compensation insurance as required by state law.

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, product coverage and (XCU) explosion, collapse and underground (If high risk or dangerous activities).

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.

Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Aggregate.



CITY OF ALAMO HEIGHTS
6116 BROADWAY
ALAMO HEIGHTS, TEXAS 78209

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:	May 22, 2019	Request For Proposal Title
		LEGAL SERVICES
DATE OF CLOSING:	June 21, 2019	DEPARTMENT: ADMINISTRATION DEPARTMENT
TIME OF CLOSING:	(No later than) 2:00 p.m. CDT	
SUBMIT TO:	City of Alamo Heights 6116 Broadway San Antonio, TX 78209	

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

Legal Name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	Alternate Phone Number:
E-Mail Address:	Fax Number:

 Signature of Authorized Individual

 Typed Name of Authorized Individual

 Date

 Typed Title of Authorized Individual

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

(a) Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination. The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

(b) Criminal Histories. Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the

last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

(c) Voidable Contract. Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
- Partnership
- Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
- Other: If checked, list business structure: _____

2. Contact Information: List the one person who the City may contact concerning your bid or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, reorganization, or departure of key personnel within the next twelve (12) months?

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in Bexar County, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Bexar County office? Years _____ Months _____

b. _____ S
state the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

ATTACHMENT D

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT E

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND ITS AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

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

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

ATTACHMENT G

RESPONDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Responder further certifies and agrees to furnish any or all services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and
Fax of Majority Owner
Principal Place of
Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____
Signature Date

Printed Name