

REQUEST FOR PROPOSALS



RFP 17-13342-MA

Lubbock Metropolitan Planning Organization (LMPO) Legal Services

DEADLINE FOR SUBMISSION OF PROPOSALS

April 19, 2017 at 3:00 p.m.

**Purchasing Department
City Hall, Room 204
1625 13th Street
Lubbock, TX 79401**

**TEL: 806-775-2171
FAX: 806-775-2164**

**City of Lubbock, TX
RFP 17-13342-MA
Lubbock Metropolitan Planning Organization (LMPO) Legal Services**

Checklist

Please ensure that you complete and return the following documents and information to the City of Lubbock Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.


	Request for Proposal Form <u>MUST</u> be completed. Please include Company Federal TAX ID number or Social Security number.
	Proposal Price Sheet
	Similar Service and Projects Form
	Completed and signed Suspension and Debarment Certification.
	Completed and signed Insurance Affidavit.
	Completed and signed Non-Collusion Affidavit.
	Completed and signed Conflict of Interest Questionnaire (Instruction to obtain form)
	Disclosure of Interested Parties Form 1295 Acknowledge Form
	Signed Child Support Certification.
	Signed TxDOT Bidder Certification.
	Clearly mark the RFP number, title, due date and time, and your company name and address on the outside of the sealed envelope or container.
	Submit original and three copies of the proposal.

FAILURE TO PROVIDE ANY OF THE ABOVE WILL RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

Printed Name of Company

Contact Person Name and Phone Number

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

SUBMIT TO: CITY OF LUBBOCK Purchasing & Contract Management 1625 13 th Street, Room 204 Lubbock, TX 79401-3830	 AN EQUAL OPPORTUNITY EMPLOYER	<p style="text-align: center;">Lubbock Metropolitan Planning Organization Request for Proposal RFP 17-13342-MA General Counsel Legal Services</p>
CONTACT PERSON: Marta Alvarez		
TEL: 806.775.2572 FAX: 806.775.2164 Email: malvarez@mylubbock.us		
TITLE: Lubbock Metropolitan Planning Organization (LMPO) Legal Services		SUBMITTAL DEADLINE: April 19th, 2017 at 3:00 P.M. CST
PRE PROPOSAL MEETING DATE, TIME AND LOCATION: DELETED		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>
RESPONDENT NAME:	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON. THE TRANSPORTATION POLICY COMMITTEE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, THE POLICY COMMITTEE RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE LMPO. IT IS THE INTENT AND PURPOSE OF THE CITY OF LUBBOCK AND POLICY COMMITTEE THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE OFFEROR'S RESPONSIBILITY TO ADVISE THE CITY OF LUBBOCK DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.	
MAILING ADDRESS:		
CITY – STATE – ZIP:		
TELEPHONE NO:		
FAX NO:		
E-MAIL:		
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO.		

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSINC.COM

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?_ YES_____ NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of Lubbock all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the LMPO. At the LMPO's discretion, such assignment shall be made and become effective at the time the LMPO tenders final payment to the vendor.

Authorized Signature

Title

 Print/Type Name

 Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

City of Lubbock, TX
Lubbock Metropolitan Planning Organization (LMPO) Legal Services
RFP 17-13342-MA

The City of Lubbock and the LMPO appreciates your time and effort in preparing your proposal. All offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY, TIME & DATE

- 1.1 The City of Lubbock and the LMPO will receive written and sealed competitive proposals for **Lubbock Metropolitan Planning Organization (LMPO) Legal Services** until **3:00 P.M. CST, April 19, 2017**, if date/time stamped on or before **3:00 P.M. CST** at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**RFP 17-13342-MA Lubbock Metropolitan Planning Organization (LMPO) Legal Services**" and the closing date and time. Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

[Pursuant to a Memorandum of Understanding between the LMPO and the City of Lubbock, the City of Lubbock, serves as the fiscal agent for the LMPO. In that regard the LMPO agrees to use the city's Procurement Process. Proposals will be opened by the Director of Purchasing and Contract Management]

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are delivered to the Purchasing and Contract Management Department. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt. The City of Lubbock or the MPO assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 1.3 Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or tele facsimile transmission. **THE CITY WILL NOT ACCEPT FAX PROPOSALS.**
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initialed by offeror guaranteeing authenticity.
- 1.5 The City of Lubbock and the LMPO reserves the right to postpone the date and time for accepting proposals through an addendum.

- 1.6 A proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind."

2 PRE-PROPOSAL MEETING

- 2.1 DELETED

3 CLARIFICATION OF REQUIREMENTS

- 3.1 It is the intent and purpose of the City of Lubbock and the LMPO that this request permits competitive proposals. It is the offeror's responsibility to advise the City of Lubbock Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the City of Lubbock Purchasing Office no later than five (5) calendar days prior to the proposal closing date. A review of such notifications will be made.

3.2 ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:

Marta Alvarez
City of Lubbock
1625 13th Street
Lubbock, TX 79401
Fax: (806) 775-2164
Email: malvarez@mylubbock.us
BidSync: www.bidsync.com

4 ADDENDA & MODIFICATIONS

- 4.1 Any changes, additions, or clarifications to the RFP are made by **ADDENDA** information available over the Internet at www.bidsync.com. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. **BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most [public libraries](#).**
- 4.2 Any offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing and Contract Management Department. At the request of the offeror, or in the event the Purchasing and Contract Management Department deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing and Contract Management Department. Such addenda issued by the Purchasing and Contract Management Department will be available over the Internet at www.bidsync.com and will become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received

by the City of Lubbock Purchasing and Contract Management Department no later than five (5) days prior to the proposal closing date.

- 4.3 The City or LMPO does not assume responsibility for the receipt of any addendum sent to offerors.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 5.1 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 5.2 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

6 PROPOSAL COPIES

- 6.1 OFFEROR'S MUST SUBMIT THE ORIGINAL AND THREE COPIES OF THE SEALED PROPOSAL TO THE PURCHASING AND CONTRACT MANAGEMENT DEPARTMENT PRIOR TO **RESPONSE DUE DATE/TIME**. FAILURE TO SUBMIT THE ADDITIONAL COPIES MAY RESULT IN THE PROPOSAL BEING DECLARED UNRESPONSIVE. The original must be clearly marked "**ORIGINAL**" and the copies must be clearly marked "**COPY**".
- 6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by offerors shall become the property of the LMPO when received.

7 PROPOSAL PREPARATION COSTS

- 7.1 Issuance of this RFP does not commit the LMPO, in any way, to pay any costs incurred in the preparation and submission of a proposal.
- 7.2 The issuance of this RFP does not obligate the LMPO to enter into contract for any services or equipment.
- 7.3 All costs related to the preparation and submission of a proposal shall be paid by the proposer.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 8.2 Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. *Tex. Loc. Govt. Code 252.049(b)*
- 8.3 The City of Lubbock and the LMPO will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note

that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

- 8.4 Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Texas Open Records Act.

9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 9.1 The City of Lubbock and the LMPO hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 9.1.1 The LMPO adds notice with emphasis here to all offerors that in regard to any agreement entered into pursuant to this solicitation, it is the policy of the U.S. Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the MAXIMUM OPPORTUNITY to participate in the performance of contracts financed in whole or in part with federal funds.
- 9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

10 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

- 10.1 The City of Lubbock and the LMPO hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 10.2 A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

11 CONFLICT OF INTEREST

- 11.1 The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lubbock or the LMPO.
- 11.2 By signing their proposal, the offeror certifies and represents to the City and the LMPO the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

12 ANTI-LOBBYING PROVISION

- 12.1 DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, PROPOSERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE LMPO POLICY COMMITTEE OR STAFF EXCEPT UPON THE REQUEST OF THE CITY OF LUBBOCK PURCHASING DEPARTMENT IN THE COURSE OF LMPO AND CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.
- 12.2 This provision is not meant to preclude offerors from discussing other matters with LMPO Board members or staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the offeror's proposal.

13 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show vendor name and address of offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or **AUTHORITY TO BIND THEIR FIRM IN A CONTRACT**. Failure to manually sign proposal will disqualify it.

14 ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from an Invitation to Bid in that the LMPO is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an offeror's approach meets the desired requirements and needs of the LMPO. Those criteria that will be used and considered in evaluation for award are set forth in this document. The LMPO will thoroughly review all proposals received. The LMPO will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified offeror submitting the best proposal. **The LMPO reserves the right to select, and subsequently**

recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.

15 EVALUATION PROCESS

- 15.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.
- 15.2 Respondents to this RFP may be required to submit additional information that the LMPO may deem necessary to further evaluate the offeror's qualifications.
- 15.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.
- 15.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the LMPO. At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

16 SELECTION

- 16.1 Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City of Lubbock considering the relative importance of evaluation factors included in this RFP.
- 16.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE LMPO TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

17 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments.

18 NON-APPROPRIATION

All funds for payment by the LMPO under this contract are subject to the availability of an annual appropriation for this purpose by the FHWA. In the event of non-appropriation of funds by the FHWA for the goods or services provided under the contract, the LMPO will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the LMPO shall not be obligated under this contract beyond the date of termination.

19 CONTRACT TERM

- 19.1 The contract shall be for a term of one year, with the option of four, one-year extensions, said date of term beginning upon formal approval. This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party

with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

20 PROTEST

20.1 All protests regarding the RFP process must be submitted in writing to the City Director of Purchasing and Contract Management within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices deadlines, proposal opening and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process. This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the Chairman, Transportation Policy Committee. All staff recommendations will be made available for public review prior to consideration by the Policy Committee as allowed by law.

FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.

21 THE CITY RIGHT TO AUDIT

At any time during the term of the contract, or thereafter, the City, the LMPO, or a duly authorized audit representative of the City or LMPO or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the LMPO under this Contract. In the event such an audit by the City or LMPO reveals any errors or overpayments by the LMPO, Contractor shall refund the LMPO the full amount of such overpayments within thirty (30) days of such audit findings, or the LMPO, at its option, reserves the right to deduct such amounts owing the LMPO from any payments due Contractor.

22 NON-ARBITRATION

The LMPO reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the LMPO shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

23 ASSIGNING OR SUBLETTING THE CONTRACT

The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

24 HOUSE BILL 2015

House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

The LMPO is aware of the time and effort you expend in preparing and submitting proposals. Please let us know of any requirement causing you difficulty in responding to our Request for Proposal. We want to facilitate your participation so that all responsible firms can compete for the LMPO's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the City of Lubbock Director of Purchasing and Contract Management at (806) 775-2572

25 Compliance with other Federal, State and Local Rules and Regulations

The successful offeror will be required to comply with, in addition to other provisions contained in the Request for Proposal, all applicable Federal, State and Local requirements and regulations, including the following:

1. Equal Employment Opportunity- Successful Offeror will be required to comply with all applicable requirements for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 112461) and non-discrimination (DOT, Title 49, Code of Federal Regulations, Part 21).
2. Title VI Assurances- Successful Offeror will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. Section 2000d), the Regulations of DOT issued thereunder (49 C.F.R. part 21), and assurances by the MPO thereto.
3. 23 Code of Federal Regulations (CFR) Part 450 and 2 CFR Part 200. Part 450 covers Planning Assistance and Standards while Part 200 contains guidelines for implementation of a Title VI compliance program.
4. TxDOT Advanced Funding Agreement-*This contract will be a non-construction agreement therefore no AFA will be required.*
5. Debarment Certification-Responsible bidder. *This criteria is previously written in the agreement.*
6. Right of LMPO to cancel request for proposal, to elect not to award, to reject submittals, and to waive informalities or irregularities. *This criteria is previously written in the agreement.*
7. Equal Opportunity in LMPO Business Contracting. Race, religion, sex, color, ethnicity, and national origin are not used as criteria in the LMPO's business contracting practices. Every effort is made to ensure that all persons regardless of race, religion, sex, color, ethnicity and national origin have equal access to contract and other business opportunities with the LMPO.
8. Inquiries and Interpretations: *This criteria is previously written in the agreement.*

9. The LMPO's Right to Audit. *This criteria is previously written in the agreement.*
10. Non-appropriation. *This criteria is previously written in the agreement.*
11. Non-arbitration. *This criteria is previously written in the agreement.*
12. House Bill 2015. *This criteria is previously written in the agreement.*
13. Assigning or Subletting the Contract. *This criteria is previously written in the agreement.*

The LMPO is aware of the time and effort you expend in preparing and submitting your response to the LMPO. Please let us know of any requirement causing you difficulty in responding to our Request for Qualifications. We want to facilitate your participation so that all responsible firms can compete for the LMPO's business. Awards should be made approximately four to six weeks after the opening date. If you have any questions, please contact the Lubbock Metropolitan Planning Organization at (806) 775-1671.

14. Anti-Lobbying Provision. *This criteria is previously written in the agreement.*

This provision is not meant to preclude offerors from discussing other matters with Transportation Policy Committee or LMPO staff. The policy is intended to create a level of playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFQ process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the offeror's proposal.

15. Title 23 USC-Highways (FHWA-1273 Required Contract Provisions) Exhibit I. The Consultant is required by federal law to abide by the required contract provisions presented in FHWA-1273, see Exhibit I. As this list of provisions is assembled to cover both construction and non-construction contracts, the Consultant shall enforce those provisions that apply as appropriate.
16. Title 5, Subtitle A, Chapter 411, Subchapter A of the Texas Labor Code. Consultant is required to provide and maintain employment and a place of employment that is responsibly safe and healthful for employees as well as take all actions reasonably necessary to make the employment and place of employment safe.

In addition, as it relates to safety in and of the workplace and/or worksite, the Consultant must comply with 41 USC 35 (d). OSHA requires that all contracts over \$10,000 must provide that the work be done under sanitary and safe working conditions. The Consultant is also directed to 41 CFR 50-204.10 (b) Ambient Noise Standards in the workplace, as applicable to the proposed contract.

17. Non-Segregated Facilities. The Consultant's attention is focused on the attached FHWA-1273 to ensure Consultant and Owner provided facilities for employees are not segregated.

18. Convict (Inmate) Labor. The Consultant agrees to comply with the Texas Transportation Commission's directive and FHWA's policy guidance pertaining to the prohibition of using convict (inmate) labor on this contract or any subcontract. The principle behind the prohibition of convict labor is that use of convict labor restricts competition since convict labor can be furnished at rates well below market labor costs or force account rates. By signing this RFP, the consultant agrees not to use convict labor.
19. Railroad Agreement. (Not applicable in this circumstance).
20. State of Texas Child Support Statement and Certification. The Consultant's attention is directed to Section 231.006 of the Texas Family Code, wherein the Consultant certifies that the individual or business entity named in the contract and/or proposal IS NOT INELEGIBLE to receive the payments from this contract by virtue of its status regarding child support. See Exhibit K. This certification is required for a "responsive" proposal.
21. Bidder Certification. As stated on this form, the Consultant, by signing the proposal, certifies that the certifications and representations made in the proposal are true and accurate and the Consultant intends the proposal to be taken as a genuine government record. See Exhibit L. This certification is required for a "responsive" proposal.
22. Proof of Insurance. *This criteria is previously written in the agreement.*

**City of Lubbock, TX
Lubbock Metropolitan Planning Organization Legal Services
RFP 17-13342-MA**

GENERAL REQUIREMENTS

1 INTENT

- a) The Lubbock Metropolitan Planning Organization (hereinafter called "LMPO") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to secure general counsel legal services as part of the FY2016-2017 Unified Planning Work Program (UPWP) for the Lubbock MPO.
- b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.
- c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 APPROVED LEGAL SERVICES:

- a) Legal services to review and/or prepare agreements and contracts necessary and reasonable to carry out the metropolitan planning process per 23 CFR 420.113.
- b) Interpretation of applicable federal, state and local laws, regulations and guidance necessary and reasonable to carry out the metropolitan planning process per 23 CFR 420.113.
- c) Initial review and response to future litigation pertaining to the Lubbock MPO'S role in the metropolitan transportation planning "3-C" process.

6 EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

Applicable legal experience and specialty areas of the Firm. Education, applicable legal experience, and specialty areas of principal and back-up individual who will have responsibility of the MPO's dealings	55
Proposed Fees	25
Protocol for Conflict of Interest	20
Maximum Points:	100

8 PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City or LMPO.
- b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

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- i) Cover letter addressed to the Chair, Transportation Policy Committee that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
- ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.
- iii) Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.
- iv) A brochure of past work, with emphasis on comparable projects.
- v) List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.
- vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.
- vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.
- viii) The Proposer must assure the LMPO that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.
- ix) Describe the Offeror's methodology for handling errors and omissions.
- x) Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the LMPO, City of Lubbock, City of Wolfforth, Lubbock County, Texas Tech University, Citibus and the Texas Department of Transportation. This would apply to the Proposer as well as consultants subcontracted by the Proposer.
- xi) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.

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- xii) Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It

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Proposed Fees
Attorney Services

The following rates are proposed for attorney services to the LMPO Metropolitan Planning Organization by the individual or firm:

-
- I. Legal services to review and/or prepare agreements and contracts necessary and reasonable to carry out the metropolitan planning process per 23 CFR 420.113

Hourly Rate (Principal)	\$ _____
Hourly Rate (Associate)	\$ _____

- II. Interpretation of applicable federal, state and local laws, regulations and guidance necessary and reasonable to carry out the metropolitan planning process per 23 CFR 420.113

Hourly Rate (Principal)	\$ _____
Hourly Rate (Associate)	\$ _____

- III. Initial review and response to future litigation pertaining to the MPO's roles in the metropolitan transportation planning "3-C" process.

Preparation Time - Hourly Rate (Principal)	\$ _____
Court Room Time Hourly Rate (Associate)	\$ _____

- IV. Notice to Offer-Total remuneration paid by this contract shall not exceed \$20,000 per fiscal year beginning October 1 through September 30th.

- V. Notice of Offer-The offer is hereby notified that Federal Highway Administration PL 112 Planning Funds and Federal Transit Administration 5303 Planning Funds are used for this procurement.

Please list three references of current customers who can verify the quality of service your company provides. The City and the LMPO prefers customers of similar size and scope of work.

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REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Similar Project: _____ Year _____

Phone: _____ Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Similar Project: _____ Year _____

Phone: _____ Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Similar Project: _____ Year _____

Phone: _____ Email: _____

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

**City of Lubbock, TX
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Exhibit D

INSURANCE

SECTION A. Prior to the approval of this contract by the LMPO, the Contractor shall furnish a completed Insurance Certificate to the City and the LMPO, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE LMPO SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE LMPO.**

INSURANCE COVERAGE REQUIRED

SECTION B. The City and the LMPO reserve the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City and the LMPO based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. The Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City and the LMPO, in the following type(s) and amount(s):

The Rest of the Page Left Black Intentionally

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TYPE OF INSURANCE	COMBINED SINGLE LIMIT
GENERAL LIABILITY	
<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Other	General Aggregate \$1,000,000
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	Products-Comp/Op AGG _____
<input type="checkbox"/> W/Heavy Equipment	Personal & Adv. Injury x
<input type="checkbox"/> To Include Products of Complete Operation Endorsements	Contractual Liability x
	Fire Damage (Any one Fire) _____
	Med Exp (Any one Person) _____
PROFESSIONAL LIABILITY	
<input checked="" type="checkbox"/> _____	General Aggregate \$1,000,000
AUTOMOTIVE LIABILITY	
<input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos	Combined Single Limit
<input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos	Each Occurrence \$1,000,000
<input type="checkbox"/> Non-Owned Autos	
EXCESS LIABILITY	
<input type="checkbox"/> Umbrella Form	Each Occurrence _____
	Aggregate _____
GARAGE LIABILITY	
<input type="checkbox"/> Any Auto	Auto Only - Each Accident _____
<input type="checkbox"/> _____	Each Accident Aggregate _____
<input type="checkbox"/> BUILDER'S RISK	<input type="checkbox"/> 100% of the Total Contract Price
<input type="checkbox"/> INSTALLATION FLOATER	<input type="checkbox"/> 100% of the Total Material Costs
<input type="checkbox"/> POLLUTION	
<input type="checkbox"/> CARGO	
<input checked="" type="checkbox"/> WORKERS COMPENSATION – STATUTORY AMOUNTS OR OCCUPATIONAL MEDICAL AND DISABILITY	
<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	\$1,000,000
OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED	
<input checked="" type="checkbox"/> <i>Lubbock Metropolitan Planning Organization named as additional insured on Auto/General Liability on a primary and non-contributory basis.</i>	
<input checked="" type="checkbox"/> <i>To include products of completed operations endorsement.</i>	
<input checked="" type="checkbox"/> <i>Waiver of subrogation in favor of the Lubbock Metropolitan Planning Organization on all coverages, except _____</i>	

The Lubbock Metropolitan Planning Organization shall be named as an additional insured on a primary and non-contributory basis and shall include waivers of subrogation in favor of the LMPO on all coverage's. Copies of the Certificates of Insurance and all applicable endorsements are required.

ADDITIONAL POLICY ENDORSEMENTS

The LMPO shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the LMPO, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

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- a. Name the LMPO and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for thirty (30) days' notice to the LMPO for cancellation, nonrenewal, or material change;
- c. Provide for notice to the LMPO at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the LMPO, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the LMPO in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the LMPO at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401
Attention: MPO Legal Services

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

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SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: _____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

**City of Lubbock, TX
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INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Offeror
And Attached to Submittal

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the Lubbock Metropolitan Planning Organization, I will be able to, within ten (10) business days after being notified of such award by the LMPO, furnish a valid insurance certificate to the LMPO meeting all of the requirements defined in this proposal.

Contractor (Original Signature)

Contractor (Print)

CONTRACTOR'S BUSINESS NAME:

(Print or Type)

CONTRACTOR'S FIRM ADDRESS:

NOTE TO CONTRACTOR

If the time requirement specified above is not met, the LMPO has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572 as fiscal agent for the LMPO.

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

**City of Lubbock, TX
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NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
§
LUBBOCK COUNTY

_____ being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said bidder has not directly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self an advantage over any other bidder or bidders.

NAME OF FIRM

SIGNATURE OF BIDDER

TITLE

Subscribed and sworn to before me this _____ day of _____, 201_

Notary Public in and for the State
of Texas residing at

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

**City of Lubbock, TX
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CONFLICT OF INTEREST QUESTIONNAIRE CHAPTER 176

FOR VENDOR DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

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

Businesses and individuals doing business with the City and the LMPO need to file conflict of interest questionnaires with the Office of the City Secretary. Local government officers are also required to file when a conflict exists. The questionnaire is to be 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 the requirements under Section 176.006(a).

By law this questionnaire must be filed with the City Secretary's Office of the local governmental entity no later than the 7th business day after the date the vendor becomes aware of the facts that require the statement to be filled.

Chapter 176 of the Local Government Code requires the City Manager, Council Members, and Transportation Policy Committee members to file a Conflicts Disclosure Statement regarding their relationships with City vendors (including bidders and potential vendors).

The law also requires that any vendor who contracts, or seeks to contract, with the City or LMPO for the sale or purchase of property, goods or services (including a bidder on a City contract) file a "Conflict of Interest Questionnaire" regarding the vendor's business relationships, if any, with Council Members, City Manager, or Policy Committee members.

Compliance is the responsibility of each individual, business or agent who is subject to the law's filing requirement. Questions about compliance should be directed to your legal counsel.

Office of the City Secretary
1625 13th Street, Room 206
Lubbock, TX 79401

Questionnaire is available at <http://www.ci.lubbock.tx.us/departmentalwebsites/departments/purchasing/vendor-information>

Signature of Proposer

Title

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

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**Texas Government Code 2252.908
Disclosure of Interested Parties
Form 1295**

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Lubbock Purchasing & Contract Management Department.

Once the form is received by the Purchasing and Contract Management Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SIGNATURE OF PROPOSER

TITLE

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

**City of Lubbock, TX
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Exhibit K

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Signature of Offeror

Title

Date

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

**City of Lubbock, TX
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State of Texas Child Support Business Ownership Form

County: _____ Project Name: _____

TxDOT CSJ: Not Applicable LG Project Number: Not Applicable

Business Entity Submitting Bid: _____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

() No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by TxDOT.

(Enter Local Government Name)

With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

Date

Printed Name

IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

**City of Lubbock, TX
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Exhibit L

TxDOT Bidder Certification

By signing the proposal the Offeror certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

Name/Title

Date

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

**City of Lubbock, TX
Lubbock Metropolitan Planning Organization Legal Services
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Contract 13342

This Service Agreement (this "Agreement") is entered into as of the ___ day of _____ 2017 ("Effective Date") by and between _____, (the Contractor), and the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization (LMPO).

RECITALS

WHEREAS, the LMPO has issued a Request for Proposals RFP 17-13342-MA, Lubbock Metropolitan Planning Organization (LMPO) Legal Services.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the LMPO for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Lubbock Metropolitan Planning Organization (LMPO) Legal Services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the LMPO and Contractor agree as follows:

LMPO and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal
4. Exhibit C – Price Sheet
5. Exhibit D – Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, C and D attached hereto.

Article 1

- 1.1 The contract shall be for a term of one year, with the option of four, one-year extensions, said date of term beginning upon formal approval. This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation.

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The LMPO does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

- 1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the LMPO.

- 1.3 All funds for payment by the LMPO under this Agreement are subject to the availability of an annual appropriation for this purpose by the FHWA through the Texas Department of Transportation. In the event of non-appropriation of funds by the FHWA for the goods or services provided under the Agreement, the LMPO will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the LMPO shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

- 2.3 This Agreement and its Exhibits contains the entire agreement between the LMPO and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

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- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the LMPO to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the LMPO, or a duly authorized audit representative of the LMPO or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the LMPO under this Contract. In the event such an audit by the LMPO reveals any errors or overpayments by the LMPO, Contractor shall refund the LMPO the full amount of such overpayments within 30 days of such audit findings, or the LMPO, at its option, reserves the right to deduct such amounts owing the LMPO from any payments due Contractor.
- 2.10 The LMPO reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the LMPO shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this do.
- 2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the LMPO, FHWA and TxDOT. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

LUBBOCK METROPOLITAN PLANNING
ORGANIZATION

CONTRACTOR:

Maurice Pearl, Chairman

Contractor's Signature

**City of Lubbock, TX
Lubbock Metropolitan Planning Organization Legal Services
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ATTEST:

Printed Name

Tammy Walker, LMPO Secretary

Title

APPROVED AS TO CONTENT:

H. David Jones, Director of Transportation
Planning

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney
For the MPO, by MOU