

City of Mission

Instructions to Proposer – General Terms & Conditions

Proposal Name/No.: Consultant Services for Strategic Plan Development / RFP: 24-xxx-xx-xx

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful proposer, it will be required that **Consultant Services for Strategic Plan Development** be provided as specified.

(1) Introduction and Purpose of Solicitation

The City of Mission is seeking proposals from strategic planning consultants to develop a Strategic Plan, utilizing a process that comprehensively and equitably evaluates the organization, and the community it serves, and develops a vision for the future, in accordance with the terms, conditions, and requirements set forth in this RFP. This Request for Proposal (“RFP”) provides Respondents with the information necessary to prepare and submit Proposal for consideration by the City.

Sealed proposals will be received for “Consultant Services for Strategic Plan Development” in accordance with the specifications attached hereto.

All specifications shown are minimum requirements. There is no intention to disqualify any proposer who can meet or exceed these specifications.

One (1) original and five (5) copies of RFP must be enclosed in a sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner “Request for Proposals” –“Consultant Services for Strategic Plan Development / Proposal No. 24-xxx-xx-xx” and delivered to City of Mission Procurement Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., Monday, January 15, 2024. No Facsimiles or late arrivals will be accepted. Any RFP received after that time will not be opened and will be returned.

(2) Type of Business

(a) The Proposer represents as part of its offer that it operates as (Mark one with an "X"):

- | | |
|--|--|
| <input type="checkbox"/> an individual | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a partnership | <input type="checkbox"/> a corporation |
| <input type="checkbox"/> another entity _____. | |

(3) Interest of Public Officials

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

(4) Covenant Against Gratuities

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

(5) Pre-Proposal Conference and Questions Concerning the Solicitation

- (a) A pre-proposal conference is scheduled for all interested parties to discuss the solicitation requirements, if so indicated on the Solicitation, Offer and Award Form. Details concerning the conference date, time and location are provided on the Solicitation Handling and Award Form.
- (b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the Solicitation, Offer and Award Form by mail, facsimile or commercial courier, at least

three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the City. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the City's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Invitations for Proposals" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded only if the City determines that the question and its response would have a material and substantive impact on the solicitation.

(6) Request for Clarification and/or Modifications:

The Request for Proposal documents (which will ultimately form the Contract) can only be modified via an addendum. The deadline to submit requests for clarifications and/or questions is by the fifth (5) working day before the due date for proposals. Those requests may be emailed to echapa@missiontexas.us. City of Mission assumes no responsibility for delayed or lost responses. Proposers should contact the Contracts Administrator if they believe a response is missing or lost.

(7) Preparation of Proposals

- (a) Proposers are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of proposers. Failure to do so will be at the proposer's risk.
- (b) Each proposer shall furnish the information required by the solicitation. Proposals shall be submitted on the proposal form contained in the solicitation. Proposers shall sign and print or type their name on the proposal form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the proposer (other than an officer or a partner of the proposer) are to be accompanied by evidence of the agent's City (unless such evidence has been previously furnished to the City).
- (c) All blanks on the proposal form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items proposed. In case of any discrepancy between a unit price and any extended or total price required by the proposal form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Proposals for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the proposal may be a basis for rejection of the proposal as nonresponsive.
- (e) The proposer must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(8) Submission of Proposals

- (a) Proposals and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Contracts Administrator of the City of Mission at the address specified in the solicitation. The proposer shall show the hour and date specified in the solicitation for receipt of proposals, the solicitation number, and the proposer's name, address, and telephone number on the face of the envelope or carton.
- (b) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the proposer's request and expense, unless otherwise specified in the solicitation.
- (c) Each copy of the proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietorship, a corporation, or any other legal entity. A proposal for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

(9) [Acknowledgement by Signature](#)

Proposals must give full firm name and address of proposer, and be manually signed. Failure to do so will disqualify your proposal. **Person signing proposal must show title or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.**

(10) [Completion of Responses](#)

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

(11) [Explanation to Proposers](#)

Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach Proposer before the submission of Proposals. **Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of Proposal.** Oral explanations or instructions given before the award of any contract, at any pre-Proposal conferences or otherwise, will not be binding on the City. Any information given to a Proposer concerning an interpretation of the solicitation will be furnished to all Proposer as an addendum to the solicitation, if such information is necessary to Proposer in submitting Proposals on the solicitation or if the lack of such information would be prejudicial to uninformed Proposer.

(12) [Acknowledgment of Addendums to Request for Proposals](#)

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Proposer shall acknowledge receipt of any addendums to this solicitation: by signing and returning the addendums. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

(13) [Unauthorized Communication](#)

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

(14) [Withdrawal of Proposals](#)

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

(15) Alter or Amend

Proposals **cannot** be altered or amended after opening time. Alterations made before opening time must be initialed by proposer guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

(16) STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL

(17) Substitutions

No substitutions or cancellations permitted without written approval of the City of Mission

(18) Deviations

Any additions, deletions, deviations or variations from the following specifications shall be specified in your proposal for review.

(19) Discrepancies or Omissions

Proposer shall carefully examine the proposal forms, general terms and conditions, specifications, and provisions. Should the proposer find discrepancies in, or omissions from proposal forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Procurement Department (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any proposal.

(20) BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

- a. Name and address of successful vendor
- b. Name and address of receiving department or official
- c. Purchase Order Number (if any)
- d. Notation - **“Consultant Services for Strategic Plan Development”**
- e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days from invoice date. No other method of payment will be considered. A 60-day grace period is required.

(21) Funding

Funds for this procurement have been provided through the City budget for this fiscal year only. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.

(22) Compliance with Federal, State and Local

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

(23) Contract Type

This is a firm fixed unit price contract for the **Consultant Services for Strategic Plan Development**.

(24) Contents of Proposal

The following will be required for the evaluation process. The City will require five (5) copies of the proposals from all interested firms. Each proposal must address, but may not be limited to, the following elements:

Section 1 – Cover Letter – Proposal overview and introduction of the organization to include background information, management structure, related qualifications to perform the services, years in business, etc.

Section 2- Names, qualifications, experience with similar projects, and proposal chart with responsibilities of key personnel that will be assigned to the engagement along with descriptions of the responsibilities.

Section 3 – Provide at least two (2) references, to include examples of 2 similar projects within the previous 3 years, including the company name, address, contact person, phone number, email and length of service.

Section 4- Technical Proposal – Include sample contract outlining scope of service. Describe in detail the methodology, strategies, procedures, approach, and timeline for accomplishing the scope of work specified in this RFP.

Section 5 – Cost Proposal – Services to be offered are to be clearly delineated with summary of each item and whether it is to be included as part of a base cost or an optional service along with the cost for each component.

Section 6 – Include any optional services which may be provided to the City as well as any additional information which would be helpful in evaluating to determine the most advantageous opportunity for the City of Mission.

Section 7 – Completed Forms as Required in the Solicitation Index

(25) Award of Contract

- (A) It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Mission. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Mission to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best value offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.
- (B) One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.
- (C) In determining the best value for the municipality, the municipality may consider:
- 1) the purchase price;
 - 2) the reputation of the proposer and of the proposer's goods or services;
 - 3) the quality of the proposer's goods or services;
 - 4) the extent to which the goods or services meet the municipality's needs;
 - 5) the proposer's past relationship with the municipality;
 - 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 7) the total long-term cost to the municipality to acquire the proposer's goods or services; and
 - 8) any relevant criteria specifically listed in the request for bids or proposals.
- (D) The City of Mission reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (E) A written award (or acceptance of proposal) which is mailed, emailed, or otherwise furnished to the successful proposer within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.
- (F) The City may hold proposals **60 days** after proposal opening without taking action. Proposers are required to hold their proposals firm for same period of time.
- (G) The Geographical location(s) of Proposer's facilities referenced **“Consultant Services for Strategic Plan Development”** given due consideration in determining the lowest responsible Proposer. All items will be evaluated and awarded individually or in any combination thereof.

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

(26) Non-Responsive Proposal

To be considered for award, a proposal must be "responsive"; i.e., comply in all material respects with the Request for Proposals as stipulated in 23 CFR 635.112(h) and contract provisions. Proposals must be responsive so that all proposers may stand on an equal footing and the integrity of the competitive procurement system may be maintained. Examples of nonresponsive proposals include:

- (a) failure to sign the proposal;
- (b) failure to acknowledge receipt of a material amendment to the Request for Proposals;
- (c) proposals containing any exception to, or any qualification of, any service requirement of the Request for Proposals;
- (d) proposals imposing any condition or altering the rights of the City (e.g., conditioned on the occurrence of any event, or nondisclosure of information);
- (e) failure to furnish items or information required to be submitted with the proposal;
- (f) proposals which are indefinite, uncertain, or ambiguous (the consideration of which would give the proposer an unfair competitive advantage); and
- (g) proposals containing unsolicited descriptive literature if the proposal creates any uncertainty as to whether the proposer is offering to conform to the specifications.

(27) Evaluation and Selection of Proposals:

General:

- a) **Separate Packages.** Proposers are required to respond to this RFP a technical proposal and a price proposal. City of Mission's Evaluation Committee will evaluate the technical and price proposals together as one evaluation.
- b) **Responsiveness.** In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and City of Mission must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meet the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.
- c) **Organization of Technical Proposal Materials.** To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the following section entitled "Evaluation of Technical Proposal." **The Evaluation Committee may reject proposals if found to be in an unorganized manner.** City of Mission shall appoint an Evaluation Committee to evaluate all proposals submitted for this project.
- d) **Evaluation Form.** Each member of the Evaluation Committee shall complete an evaluation form for each proposal submitted. The final rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

(28) Evaluation of Proposals:

- a) **Initial Evaluation.** All proposals will be initially evaluated and ranked based on weighted evaluation criteria listed below or that may be issued in addenda. Evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.
- b) **Review.** The technical submittals shall be reviewed and evaluated by the Evaluation Committee on the basis of the point rating system. The evaluation shall be based on the responsiveness of the submittal to the needs of City of Mission and to the requirements of the specifications with a maximum numerical rating as indicated herein.
- c) **Evaluation Form.** Each member of the Evaluation Committee shall complete an evaluation form for each proposal submitted. The final rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

(29) Technical Evaluation Criteria: (100 Point Total)

a) Qualifications (Maximum 15 Points):

This section of the proposal will present an overview of the Proposer's related experience in organizational development in local government.

b) Work Performance (Maximum 15 Points):

In this section of the proposal, the offeror will describe its record of accomplishment in performing projects of similar size and scope to those specified in this RFP, and any other information relevant to making a determination as to the ability of the offeror to deliver such a service.

This section will evaluate the work performance of the Proposer. This will include the timeliness for the Proposer to submit requests and to reply to requests, the history of the proposer to complete projects on schedule, and that the Proposer's work is done at a high quality level and within budget constraints.

c) Capacity to Perform (Maximum 10 Points):

This section of the proposal will present an overview of the Proposer's organization and will include the company name; address; phone and fax numbers; firm history; appropriate company's state, and federal registration number; name title, address, and phone number of the firm's representative for the proposal.

This section will evaluate the Proposer's qualifications and experience of their staff including their projected workloads and demonstrating understanding of the scope of Consulting Services to Strategic Plan Development.

d) Project management approach and timeline (Maximum 10 Points):

This section of the proposal evaluate the Proposer's strategy and approach, and a proposed timeline of work.

e) Proposed Cost (Maximum 50 Points):

Price Proposal: Proposer is to submit their price proposal in their own format. Price proposal should include the fees, costs, and charges.

- Provide an explanation by milestone of what services will be provided including estimated hours and costs. Attach a detailed explanation of how the cost was calculated for the proposed milestone and hourly rates.
- If variations are proposed, list variations in an attachment.
- Provide a total not to exceed cost. The all-inclusive, including time for meetings, conference calls, etc.
- Budget inclusive of all costs including staff, sub-contracts, consultants, travel, administrative supplies, and community facilitation supplies. Explain how often the City will be invoiced for services.
- Explain what costs would be charged to the City and the respondent's policy for billing fees and any costs relating to supplies or other participation stipends, food for meetings, translation services, etc.

Cost proposals should be well documented and explained for evaluating the rationale and reasonableness of proposed costs in enough detail to facilitate continued evaluation of bid.. The City reserves the right to reject poorly documented cost proposals and/or follow-up with proposers to obtain required documentation.

Submissions should be limited to 30 pages, 8.5" by 11" single-sided paper with 12 point font. Five copies of the document should be provided to the City.

a. Qualifications	15 pts.
b. Work Experience	15 pts.
c. Capacity to Perform	10 pts.
d. Project Management approach and timeline	10 pts.
e. Proposed Cost	<u>50 pts.</u>
Total Points	100 pts.

City of Mission will open the Price Proposals to determine a competitive range in conjunction with technical proposals to conduct a combined evaluation of proposals.

(30) Definitions for Technical Evaluation:

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

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

Deficiencies: Defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the City's minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.

Weakness: Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.

Strengths: Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the City.

(31) Proposed Cost of Service:

Compensation for services will be in accordance with professional accepted practice and applicable program guidelines. The amount of compensation may not be higher than the recommended practices. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining. Upon authorization, the most qualified firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. The fee for basic services will be either fixed price or a cost reimbursement with an agreed maximum. The use of the cost-plus-a-percentage-of-cost and percentage of construction costs forms of compensation are specifically prohibited.

(32) Interviews, Discussions, and Negotiations:

- a) **Interviews:** The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range.
- b) **Presentations:** Finalists must be prepared to present a presentation to City Council on a future date to be specified.

- c) **Negotiations.** The committee or designated members of the committee will negotiate separately with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a final supplement called a "best and final offer."

(33) Best and Final Offer

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

Proposals shall remain valid for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

(34) Contract Term

Contract will be for a period of one (1) year, commencing from date of notice to proceed. Successful proposer shall hold their prices for the same period of time. It is at the sole option of City of Mission to exercise two (2) one-year extensions. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed three (3) years.

The Renewal Options are contingent upon the Proposer providing a renewal letter at least 45-days prior to the Contract term.

(34) Communication with Evaluation Team Members

Firms submitting qualifications **shall not** discuss this solicitation with employees of City of Mission or City Council Members. The only discussions allowed will be at the scheduled interview, if held, if your firm is selected for an interview. Failure to abide by this requirement may result in disqualification.

(35) Indemnification

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

(36) Independent Firm

The Firm at all times shall be an independent firm. The Firm shall be fully responsible for all acts and omissions of its employees, subfirms, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subfirm or supplier of the Firm and the City by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the City and the Firm.

(37) Confidential Data

Each proposer may clearly mark each page of the proposal that contains trade secrets or other confidential commercial or financial information which the proposer believes should not be disclosed outside the City. Disclosure of requested information will be determined in accordance with the Texas Open Records Act.

(38) Cancellation of Solicitation

This solicitation may be cancelled by the City before or after receipt of bids or proposals (as applicable).

(39) Governing Law

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Hidalgo County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

(40) Intellectual Property Indemnity

A. CONTRACTOR SHALL, AT ITS OWN EXPENSE, DEFEND ALL SUITS OR PROCEEDINGS INSTITUTED AGAINST CITY OF MISSION, CITY OF MISSION AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BASED UPON ANY CLAIM THAT THE SERVICES, OR ANY PART THEREOF, OR THE PROCESS PERFORMED THEREBY CONSTITUTES AN INFRINGEMENT OF EITHER ANY PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW. CONTRACTOR SHALL PAY ALL AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING AND SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF MISSION AGAINST ALL LOSSES, EXPENSES, INCLUDING ATTORNEYS' FEES, AND DAMAGES RESULTING FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING OBEDIENCE TO RESULTING DECREES AND TO RESULTING COMPROMISES.

B. IF, IN ANY SUCH SUIT OR PROCEEDING, A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, CONTRACTOR SHALL MAKE EVERY EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF, IN ANY SUCH SUIT OR PROCEEDING, THE SERVICES OR ANY PART THEREOF OR THE PROCESS PERFORMED THEREBY IS HELD TO CONSTITUTE AN INFRINGEMENT AND ITS USE BE PERMANENTLY ENJOINED, CONTRACTOR SHALL AT ONCE MAKE EVERY EFFORT TO SECURE FOR CITY OF MISSION A LICENSE AT PROFESSIONAL'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF CONTRACTOR IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, CONTRACTOR SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENTS OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING CITY OF MISSION HARMLESS, CONTRACTOR SHALL REIMBURSE THE CITY FOR ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NON-INFRINGING REPLACEMENT.

C. THE FOREGOING INDEMNITY PROVISIONS SHALL BE DEEMED INDEPENDENT COVENANTS AND SHALL SURVIVE COMPLETION OR TERMINATION OF THE AGREEMENT OR ANY CLAIMED BREACH THEREOF.

(41) Termination of Contract

The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's and/or contractors' performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

(42) Termination for Convenience

The Procurement Director may, whenever the interests of the City so require, terminate this contract, in whole or in part, for the convenience of the City. The Procurement Director shall give written notice of the termination to the Vendor specifying the part of the contract terminated and when termination becomes effective.

(a) The Vendor shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Vendor will stop work to the extent specified. The Vendor shall settle the liabilities and orders connected with the terminated work. The Procurement Director may direct the Vendor to assign the

Vendor's right, title, and interest under terminated orders to the City. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(b) The Procurement Director may require the Vendor to transfer title and deliver to the City in the manner and to the extent directed by the Procurement Director.

(c) The City shall pay the Contractor the following amounts:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of --

(i) the cost of this work;

(ii) a sum, as profit on (i), above, determined by the Procurement Director to be fair and reasonable; however, if it appears that the Vendor would have sustained a loss on the entire contract had it been completed, the Procurement Director shall allow no profit under this subparagraph

(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including --

(i) accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(3) The total sum to be paid the Vendor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Vendor reduced by the amount of payments otherwise made.

(43) CIQ Questionnaire

Proposers are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

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

(44) Disclosure of Interested Parties

Vendor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information, go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(45) Appeal Process

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

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

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

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

Appeals must include the following information:

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

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Procurement Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Procurement Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

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CITY OF MISSION

Scope of Service

RFQ Name/No: **Consultant Services for Strategic Plan Development / RFP: 24-xxx-xx-xx**

GENERAL SCOPE

The City of Mission seeks to develop a Strategic Plan, utilizing a process that comprehensively and equitably evaluates the organization, and the community it serves, and develops a vision for the future. The resulting strategic plan should be completed within one (1) year of notice to proceed. The consultant/firm will:

- A. Prepare a detailed plan that provides a comprehensive methodology to accomplish a strategic planning process. The resulting plan must include activities, timelines and resources required to result in a strategic plan that identifies, categorizes, and compiles issues into City of Mission business service areas.
1. The methodology must provide a process to identify external stakeholders and internal City stakeholders, the process to obtain input from these stakeholders, and a process to incorporate this input into the strategic planning effort.
 2. The methodology must also include a process to provide feedback, to measure progress in achieving the goals and to periodically update the plan.
 3. The final detailed plan must be made available in both English and Spanish.
- B. The consultant will assist the city with the facilitation process of developing a strategic plan that includes stakeholder sessions and provide services that result in a City-wide Strategic Plan. These services must include:
1. Review & discussion of the City of Mission's current Mission, Vision, Values, Strategic Plan & Strategic Priorities.
 2. Input & discussion from the City of Mission's Executive Leadership Team on the current Mission, Vision, Values, Strategic Plan & Strategic Priorities.
 3. Meet with internal & external stakeholders to receive input, specifically to the City of Mission's Strategic Plan & Strategic Priorities.
 4. Make suggestions to City leadership based on feedback received for any updates and/or changes to the current Mission, Vision, Values, Strategic Plan & Strategic Priorities.
 5. Work with City Leadership to finalize and present proposed changes to the City Council.
 6. Defining and establishing measurable goals, objectives and performance measures.
 7. Developing strategies, action plans and tactics to accomplish the goals and objectives
 8. Analysis of strengths, weaknesses, opportunities, and threats (SWOT).
 9. Providing feedback mechanisms
 10. Developing a systematic approach to future review and adjustments to the Plan.
 11. Submit recommendations for appropriate implementation measures Presenting or assisting with presentation of the draft strategic plan to the governing council. The consultant will present recommendations on major proposal alternatives as the basis of a formal strategic plan to the City Council for adoption. The presentation should include how proposed strategies best resolve strategic issues and allow the City Council to meet goals and preserve values.
 12. Providing recommendations in the implementation of professional development training opportunities for city staff and elected officials.
 13. Evaluate and recommend opportunities to maximize the use of community interactive applications and available resources such as the City's MyMission 311 application.
 14. Review organization website(s) and provide traffic analytics for recommendations of accessibility modifications.
- C. Overview of Project – Consultant/firm will have access to the current Vision, Mission Statements, plan, strategic priorities for development of a long-range plan.

DELIVERABLE

- A. Outcome of this process will be a written and presented report summarizing key needs, functions, partnerships, funding and other opportunities, and recommendations for the city's activities for a long-range plan. (5-10 years).
- B. The plan document should include (in both English and Spanish):
- An executive summary
 - A comprehensive, detailed plan that identifies:
 - Shared vision
 - Goals
 - Objectives
 - Strategies
 - Responsible parties and roles
 - Measures
 - Outcomes
- C. Developing recommendations regarding the implementation of the plan. Included within this phase should be recommendations regarding:
- A detailed budget to implement the plan
 - Infrastructure (e.g., backbone organization, staffing, etc.) needed to support the plan's implementation
 - Data tracking

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City of Mission
Vendor Acknowledgment Form - Non-Collusive Bidding Certification
Proposal Name/No.: Consultant Services for Strategic Plan Development / RFP: 24-xxx-xx-xx

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

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

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

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

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