

CITY COUNCIL AGENDA

A Regular Meeting of the City Council of the City of Pearsall, Texas will be held on Tuesday, March 9, 2021, at 7:00 PM at the Pearsall City Hall, 214 S. Ash Street, Pearsall, Texas.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89210237936>

Or iPhone one-tap :

US: +13462487799,,89210237936# or +12532158782,,89210237936#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 253 215 8782 or +1 669 900 9128 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 892 1023 7936

International numbers available: <https://us02web.zoom.us/j/89210237936>

COUNCIL MEMBERS

Mary Moore, Mayor
Julian Hernandez, Mayor Pro Tem
James Leal, Council Member
Sonia Hernandez, Council Member
Brenda Treviño, Council Member
Abel Nieto, Council Member
Vacant, Council Member
Davina Rodriguez, Council Member

1. Call To Order
2. Roll Call and Announcement of a Quorum
3. Invocation and Pledge of Allegiance
4. Citizens to Be Heard
5. Presentation
 - A. Introduction and swearing in of newly hired Pearsall PD Officer(s).
6. New Business
 - A. Discuss and Consider Resolution No. 2021-03-01 of the City Council of the City of Pearsall, Texas naming the City Hall Annex Building in honor of Jose Roland Segovia. - **Action Item**
 - B. Discuss and Consider Resolution No. 2021-03-02, authorizing signatories for all of its designated depository bank accounts. - **Action Item**
 - C. Discuss and consider authorizing the city manager to issue an invitation for bid for the disposal of brush/yard waste from the city's transfer station located at 755 Gilliam Road, Pearsall, TX. - **Action Item**

- D. Discuss and Consider Resolution No. 2021-03-03, a resolution declaring certain city property surplus and authorizing the city manager to utilize GovDeals Auctioneer to sell and/or dispose of said property. - **Action Item**
 - E. Discuss and Consider Resolution No. 2021-03-04 requiring mask-wearing as an important measure to limit the spread of the coronavirus disease 2019 (COVID-19) in all city facilities. - **Action Item**
 - F. Discuss and consider authorizing the city manager to award, negotiate and enter into a contract with Albert Martinez, DBA Motormouth Entertainment, in amount not exceed \$75,000 for event coordinator services for the Hispanic Heritage Festival. - **Action Item**
 - G. Discuss and Consider the authorization to issue requests for qualifications (RFQs) for engineering services related to the 2021-2022 Community Development Block Grant (CDBG) program administered by the Texas Department of Agriculture (TDA). - **Action Item**
 - H. Discuss and Consider Addendum #5 to Emergency Pandemic Leave Policy. - **Action Item**
 - I. Discuss and Consider a \$250 incentive for city staff that received or will receive the COVID-19 vaccine. - **Action Item**
7. Executive Session - In Accordance with Texas Government Code Chapter 551, Subchapter D:

The City Council of the City of Pearsall may at any time during the meeting close the meeting and hold an executive session pursuant to the Texas Open Meetings Act codified as Chapter 551, Texas Government Code which permits closed meetings pursuant to Section 551.071 for purpose of consulting with its attorneys; Section 551.072, deliberating about real property; Section 551.073, deliberating about gifts, and donations; Section 551.074, deliberating about personnel matters; Section 551.076, deliberating about security devices; Section 551.084, regarding exclusion of witness from witness in connection with an investigation; Section 551.086 deliberating, voting, and taking action as a power utility on a competitive matter; Section 551.087 deliberating about economic development negotiations; and Section 551.088, deliberating about test items to discuss and/or deliberate any of the posted matters to be considered during the open meeting. If it does go into Executive Session, the City Council may deliberate in executive session, then reconvene in open session, vote on the matter in open session, and announce it for the City Council minutes.

- A. Discuss existing solid waste contract the city has with Republic Services and future legal matters.
8. Open Session
- A. Discuss and Consider existing solid waste contract the city has with Republic Services and future legal matters. - **Action Item**
9. Staff Report
10. Review of Bills Paid
11. General Announcements
12. Adjournment

Posted for Public Inspection on this Friday, March 5, 2021, at 4:30 PM.

By:



Federico Reyes, City Manager

I certify that the above notice of meeting was posted on the bulletin board of the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas, on Friday, March 5, 2021, at 4:30 PM.

By: 

Krystal Garcia, City Clerk

This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours in advance of the meeting. To make arrangements, call the City Clerk at (830) 334-3676.

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, John Rodriguez #748, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City of Pearsall Police Officer of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....

State of Texas)
County of Frio)

Sworn to and subscribed before me
this 9th day of March, 2021.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Krystal Garcia

Printed or Typed Name

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Anthony Alvarez #753, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City of Pearsall Police Officer of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....

State of Texas)
County of Frio)

Sworn to and subscribed before me
this

9th day of March, 2021.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Krystal Garcia

Printed or Typed Name

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Jose Munoz #749, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City of Pearsall Police Officer of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Frio)

Sworn to and subscribed before me
this

9th day of March, 2021.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Krystal Garcia

Printed or Typed Name

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Humberto Torralba #740, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City of Pearsall Police Officer of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....

State of Texas)
County of Frio)

Sworn to and subscribed before me
this

9th day of March, 2021.

(seal)

Signature of Notary Public or Other Officer

Administering Oath

Krystal Garcia

Printed or Typed Name

RESOLUTION NO. 2021-03-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARSALL,
TEXAS NAMING THE CITY HALL ANNEX BUILDING IN HONOR OF
JOSE ROLAND SEGOVIA.**

WHEREAS, the City Council of the City of Pearsall, Texas desires to acknowledge and recognize the contributions made by Jose Roland Segovia to the City of Pearsall, its residents, and the greater Pearsall community over the years; and

WHEREAS, Jose Roland Segovia was a Pearsall native, a product of the Pearsall public school system, who enjoyed civic duty for his beloved community; and

WHEREAS, Jose Roland Segovia was a tireless advocate on behalf of the City of Pearsall who endeavored to improve the community; and

WHEREAS, in recognition of such contributions made by Jose Roland Segovia to the City of Pearsall, the City Council of the City of Pearsall desires to name the City Hall Annex Building in his honor; **NOW**,

THEREFORE, IT IS HEREBY RESOLVED, DECLARED AND ORDERED that the City Hall Annex Building is named in honor of Jose Roland Segovia in recognition of his contributions to the City of Pearsall and is to be known now and hereafter as Roland Segovia City Hall Annex Building.

DULY PASSED and APPROVED on the 9th day of March, 2021.

CITY OF PEARSALL, TEXAS

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Secretary

**RESOLUTION
NO. 2021-03-02**

A RESOLUTION AMENDING AND ALL PREVIOUS RESOLUTIONS AUTHORIZING SIGNATORIES FOR ALL OF ITS DESIGNATED DEPOSITORY BANK ACCOUNTS.

WHEREAS, the City Council for the City of Pearsall must provide for authorized signatories on all of its designated depository bank accounts; and

WHEREAS, the City Council for the City of Pearsall has previously issued resolutions authorizing signatories on all of its designated depository bank accounts; and

WHEREAS, the City Council for the City of Pearsall now desires to amend any and all previous resolutions authorizing signatories to all of its designated depository bank accounts;

NOW, THEREFORE, BE IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARSALL THAT:

The following individuals are authorized signatories on all of the City's designated depository bank accounts:

Honorable Mayor: Mayor Moore

City Manager: Federico Reyes, Jr.

Finance Director: Santos Alarcon

Utility Billing Clerk: Elizareth Garza

City Clerk: Krystal Garcia

Passed, Approved and Adopted on this the 9th day of March, 2021.

APPROVED:

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 03/09/21

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the city manager to issue an invitation for bid for the disposal of brush/yard waste from the city's transfer station located at 755 Gilliam Road

Purpose:

The city manager's office is requesting authorization to issue an invitation for bid for the disposal of brush/yard waste from the city's transfer station located at 755 Gilliam Road.

As the council is aware, brush drop off is allowed at our city transfer station. Over the years, the city has accumulated approximately three acres of brush/dirt piles that stand 12-16 feet in height.

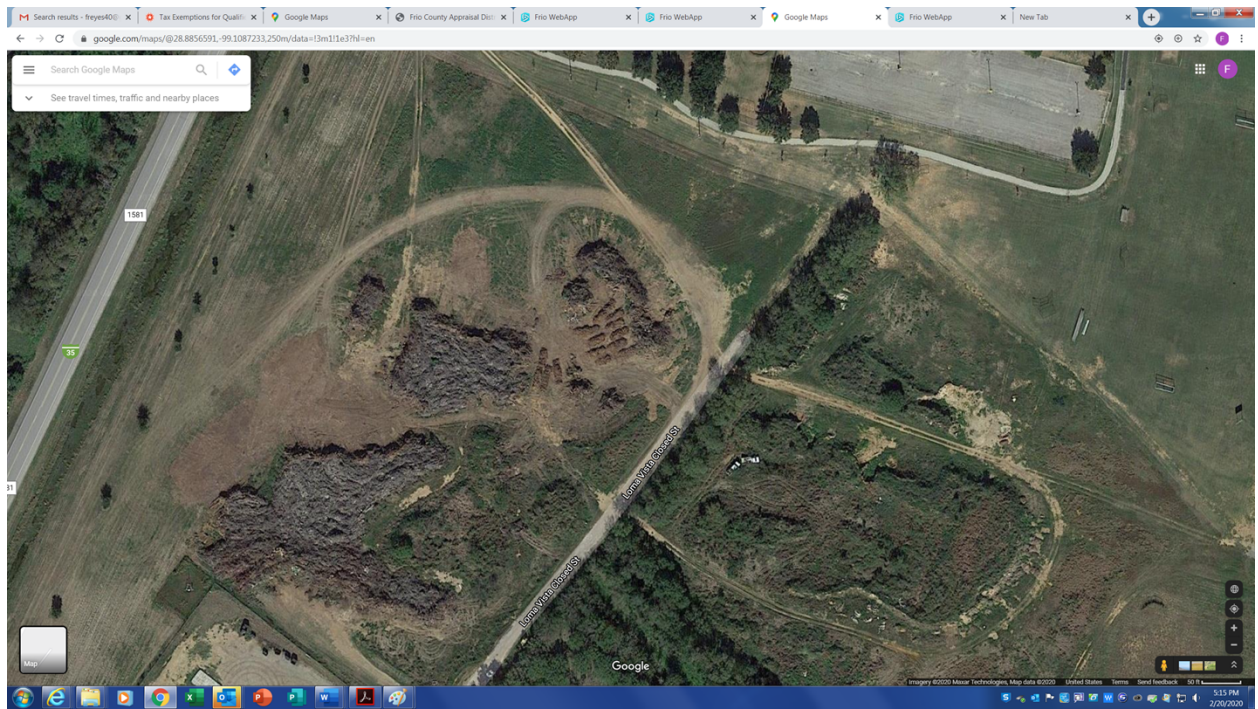
The method of disposal and mobilization methods will be determined by the selected bidder, however, bidders will need to comply with all local, state and federal laws for the duration of this project.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding for this project will come from Garbage Fund.









RESOLUTION
No. 2021-03-03

WHEREAS, the City Council of the City of Pearsall has inventoried equipment and supplies to the existence of any surplus property that no longer has any applicability and or usefulness to city operations; and

WHEREAS, the City Council of the City of Pearsall at the recommendation of the City Administration desires to declare this property as surplus for the purpose of selling at a City Auction; and

WHEREAS, the City Council of the City of Pearsall after careful consideration of the recommendations of the City Administration now desires to declare certain inventoried equipment and supplies that no longer has any applicability and/or usefulness to City operations as surplus property and to authorize the City Manager to utilize GovDeals Auctioneers to sell and/or dispose of said property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARSALL THAT:

Section1. The City of Pearsall hereby declares the inventoried equipment and supplies more fully detailed in Exhibit “A” herein attached, as no longer having any applicability and/or usefulness to City operations, as surplus property.

Section 2. The City of Pearsall hereby authorizes the City Manager to sell and/or dispose of said property at a City Auction.

PASSED, APPROVED and ADOPTED this the 9th day of March, 2021.

Mary Moore, Mayor

ATTESTED:

Krystal Garcia, City Clerk

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 03/09/2021

TO: City Council

FROM: Humberto Torralba, Chief of Police

SUBJECT: Discuss and consider public auction for seized/abandoned vehicles and city owned vehicles acquired by the Pearsall Police Department.

Purpose:

Administration is requesting Council approve auction of city owned vehicles and abandoned/seized vehicles that are currently property of the City of Pearsall which will sell in auction through Government Surplus Auctions (GovDeals) an on-line liquidity services marketplace.

Vehicles included are as follows:

Year	Make	Model	VIN
2006	Chevrolet	Tahoe	1GNEK13286R119197
2007	Mitsubishi	Galant	4A3AB26F07E07E028641
2013	Ford	Expedition	1FMJU1H57DEF00739
1997	Mercury	Mountaineer	4M2DU52P9VUJ62071
2003	Ford	Expedition	1FMRU15W93LA27260
1993	Nissan	2dr	1N4EB32H8PC815520
2002	Nissan	UT	JN8DR09X32W655586
2003	Dodge	1500	1D7A18N035232313
1999	BMW	8CA/CV	WBABK8331XEY91238
2011	Jeep	Liberty	1J4PP2GK1BW530839

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

RESOLUTION NO. 2021-03-04

**OF THE CITY OF PEARSALL, TEXAS REQUIRING MASK-WEARING AS AN
IMPORTANT MEASURE TO LIMIT THE SPREAD OF THE CORONAVIRUS
DISEASE 2019 (COVID-19) IN ALL CITY FACILITIES.**

Whereas the Centers for Disease Control and Prevention believes that the spread of the Coronavirus Disease 2019 (referred to in this preamble as COVID-19) occurs primarily through respiratory droplets;

Whereas research conducted long before the COVID-19 pandemic has shown the utility of wearing masks in providing protection against the transmission of respiratory infections;

Whereas, on March 2, 2021, Texas Governor Greg Abbott issued GA-34 strongly encouraging that the people of Texas wear face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household;

Whereas, GA-34 does not preclude businesses and other establishments from requiring employees or customers to follow additional hygiene measures, including the wearing of a face covering;

Whereas the City Council of the City of Pearsall, Texas desires that all City employees, Pearsall residents and customers engage in mask-wearing in all City buildings and facilities in an effort to reduce COVID-19 transmission:

Now, therefore, be it resolved that the City Council of the City of Pearsall, Texas:

- (1) Recognizes the importance of mask-wearing in limiting the transmission of the Coronavirus Disease 2019 (referred to in this resolution as COVID-19);
- (2) Requires that that mask-wearing should be coupled with other measures recommended by the Centers for Disease Control and Prevention and State and local public health agencies, including frequent handwashing and physical distancing, to further reduce the risk of COVID-19 transmission; and
- (3) Requires that all City employees, Pearsall residents and customers wear masks in indoor public City-owned places, in accordance with the guidelines established by the Centers for Disease Control and Prevention, at times when physical distancing is not allowable to protect against unknown transmission of COVID-19.

DULY PASSED and APPROVED on the 9th day of March, 2021.

CITY OF PEARSALL, TEXAS

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Secretary

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 04/14/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the city manger to award, negotiate and enter into a contract with Albert Martinez, DBA Motormouth Entertainment, in amount not excced \$75,000 for event coordinator services for the Hispanic Heritage Festival

Purpose:

The city manager's office is requesting authorization to award, negotiate and enter into a contract with contract with Albert Martinez, DBA Motormouth Entertainment, for event coordinator services for the Hispanic Heritage Festival. The city council authorized the issuance of a request for proposal (RFP) for this service January 2020. A revised RFP was issued March 2, 2020 (See attached RFP). Proposals were accepted until March 30, 2020. Two proposals were received. Based on scoring criteria, Motormouth Entertainment is the proposer that provides the best value to the city. As such, city staff recommends the award of this contract to Motormouth Entertainment.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

If this item is approved, contract negotiations will commence. Once contract is executed, funding will be need to be made available to secure bands, promotions and other planning efforts. Total costs for this event will not exceed \$75,000.

Discussion:

No other events that require event coordinator services have been identified at this time.

Negotiated contract will be on file with city secretary.

Event Coordinator Proposal

HISPANIC HERITAGE FESTIVAL

MOTORMOUTH ENT. DBA



P.O. Box 805
Pearsall, TX, 78061
830-444-1098

motormouthugtr@yahoo.com

MOTORMOUTH ENTERTAINMENT

PROPOSAL FOR

1ST ANNUAL HISPANIC HERITAGE FESTIVAL

Company Overview

Motormouth Entertainment (ME) was established in 1990. Today the company has grown to become one of the leading sound and entertainment agencies in South Texas. The agency provides elite sound production for national and international clientele, as well as PR services, DJ Entertainment, and booking agency services.

PROPOSAL OVERVIEW

ME recommends hosting the event at Polo Patino Park in Pearsall, Texas. Please note that hosting the event in any other location will require additional resources and therefore incur additional costs. ME's preferred location is for hosting the event at Polo Patino Park due to the ample parking, fencing, and restroom facilities as well as a covered pavilion.

ME will donate at least 20% of the profits from alcohol sales to the City and is partnering with several businesses, including nonprofits, to host a successful event. ME has also reached out to the local High School clubs and organizations to participate at the event.

ME also seeks to secure support from the City's Parks and Recreation Department for the clean-up/trash removal during and after the event and will place the City's sponsorship banner in a prominent location at the event.

The Objective

The Event Coordinator will plan, organize and execute any and all activities necessary for the City of Pearsall to host a successful first annual Hispanic Heritage Festival which will be held (TBD). In addition, the event coordinator agrees to be responsible for marketing, promoting, planning and executing all activities as it relates to this event to secure between 5,000 to 10,000 people over the two-day event.

OUR PROPOSAL

Draft Proposed Budget will be for the event coordinator to execute all aspects of the objective mentioned to take place at Polo Patino Park for the amount of \$75,000.00.

Execution Strategy

Our execution strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how the project will be developed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

Based on past events ME has conducted for the City of Pearsall we propose the following:

Event Times: Date TBD, SAT from 3pm to 1:00 AM
Date TBD, SUN from 3pm to 11:30 PM

Location: Polo Patino Park

Vendors: Will secure up to a dozen food and craft vendors, several of which will be nonprofits such as schools and/or Churches.

Alcohol Vendor: Event Coordinator will enter into a contract with local businesses to provide the alcohol and make sure all TABC rules are followed. Alcohol vendors agree to donate at least 10% of the profits from the alcohol sales to the City of Pearsall.

Marketing: ME will contract with 98.9 KLMO out of San Antonio to run radio spots to target over 150,000 listeners. ME will also utilize email marketing, social media, and produce posters/flyers to promote the event across South Texas

Entertainment: ME has been in contact with headlining national and International performers to participate. These performers always guarantee large attendance numbers. Pending further discussions with the City, the names of these entertainers are not to be disclosed at this time in order to protect their interests and not expose them to any harassing phone calls as has happened in the past with City of Pearsall proposals/contracts.

ME will secure four leading bands/performers for each night, please note these performers have a reputation that guarantees large crowds, in addition ME will reach out to local entertainers to perform in between band setup times.

Please feel free to call ME to discuss the entertainment in more detail.

Deposits Required

The following deposit amount and final payment are required by due dates discussed and agreed upon by the City of Pearsall and ME to meet project milestones. The deposit and final payment must be provided on schedule. The due dates are to be determined.

Draft Proposed Budget	Due Date*
Deposit Amount (need ASAP to lock in performers)	Date TBD
Final Payment Amount (due before event to be able to get cash and pay bands/crew in cash)	Date TBD

QUALIFICATIONS

ME is continually proven to be an industry leader for high quality guaranteed product/service in the following ways

- CEO/owner Albert Martinez has over 30 years experience in the entertainment and PR industry with connections to leading promoters, agents, and production crews This allows him to negotiate the most affordable contracts, saving clients thousands of dollars
- Motormouth Entertainment has provided the most affordable high-end sound and lighting production, road crew, and booking services for the City of Pearsall's events over the past three years. These events included Cinco de Mayo, 4th of July, Christmas, and other events which featured AJ Castillo, Michael Salgado, Marcos Orozco, Elida Reyna, La Mafia, David Lee Garza, Erick Sanchez "Massore", Las Fenix, etc.
- Through his reputation, residents and those beyond for his dedication and exceeding their expectations to always put on a successful event. has garnered the recognition and support of local

CONCLUSION

We look forward to working with the Draft Proposed Budget.

We are confident that we can meet the challenges ahead and stand ready to partner with the City of Pearsall in delivering a successful festival.

If you have questions on this proposal, feel free to contact Albert Martinez at your convenience by email at motormouthugtr@yahoo.com or by phone at 830-444-1098.

We will be in touch with you next week to arrange a follow-up conversation on the proposal

Thank you for your consideration.

Request for Proposals

for

Event Coordinator for City of Pearsall

****THIS IS AN UPDATE TO A PREVIOUSLY ISSUED RFP****

Proposals for this requirement will be accepted until 2:00 P.M. on March 31, 2020

Proposals May be Mailed or Delivered to:

City Clerk
City of Pearsall
215 South Ash
Pearsall, Texas 78061

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE EVENT DATE.
2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.
3. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER’S COMPENSATION INSURANCE, PROPOSER/CONTRACTOR MUST CARRY WORKER’S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER’S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU “NO BID” THIS WORK
4. **COMPLIANCE**. – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, *ET SEQ.*, AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, *ET SEQ.*, AS AMENDED.

SCHEDULE OF EVENTS

RFP

For

Event Coordinator

Event	Date*
RFP Released	February 28, 2020
Cutoff Date for inquiries and clarification	March 26, 2020
Proposal Due Date.....	March 31, 2020
Intended Date for Contract Award	April 14, 2020

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the City Manager.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP title, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____ - _____ - _____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

The City of Pearsall is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by an offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from City Manager.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the City Manager agenda. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Pearsall Texas, 215 South Ash, Pearsall Texas 78061. Each copy of the invoice shall reference the P.O. and the RFP title.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Frio County, Texas. The parties agree that all performance under this contract shall take place in Frio, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Frio County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Frio County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

THE CITY OF PEARSALL (CITY) INVITES SEALED PROPOSALS FROM AN EXPERIENCED AND WELL-QUALIFIED EVENT COORDINATOR TO PLAN, ORGANIZE AND EXECUTE ANY AND ALL ACTIVITIES NECESSARY FOR THE SUCCESS OF THE CITY OF PEARSALL HISPANIC HERITAGE FESTIVAL.

1.2. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.3. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Pearsall, Texas to discuss technical and contractual aspects of the proposal.

1.4. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.5. AWARD

- 1.5.1. If the Contract is awarded, it will be awarded the proposer who provides goods or services at the best value for the City of Pearsall. In determining the best value for the City of Pearsall, the City of Pearsall may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.**

1.6. TRADE SECRETS

- 1.6.1. All information received in response to this RFP will be available to the public except for:**

1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.6.1.2. matters involving individual safety as determined by the department.

- 1.6.2. In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated from the rest of the proposal.**

1.6.2.1. The proposal may not contain trade secret matter in the cost or price.

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

- 1.6.3. Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.**

1.7. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned

at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.8. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the City Manager. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.8.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.9. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Manager by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

The City Of Pearsall
OR
215 South Ash
Pearsall, TX 78061

FAX: (830) 334-4750

e-mail: krystal.garcia@cityofpearsall.org

Format for inquiries:

1.10. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Pearsall will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.11. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror's Name)", understands and will comply.

1.12. OFFER PRICING

Offerors must respond to this RFP by providing cost of service. The cost summary will be used as the primary representation of each offeror's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.13. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be

evaluated as a separate document.

1.14. SUBMITTING A SEALED PROPOSAL

1.14.1. Number of copies and Location:

- 1.14.1.1. Offerors must submit one original, 2 hard copies and one (1) soft copy (PDF or Word) to the City Clerk. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.
- 1.14.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP Title, RFP description and closing date so that it is visible when received by the City.

1.14.2. Each Offeror who submits a proposal represents that:

- 1.14.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 1.14.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.
- 1.14.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.14.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.14.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 60-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.15. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Pearsall to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

- A) waive any formality;
- b) cancel or terminate this RFP;
- c) reject any or all proposals received in response to this document;
- d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.16. BONDING REQUIREMENTS

Intentionally Omitted

1.17. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Pearsall, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.18. SUBCONTRACTING

1.18.1. The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal.

The City reserves the right to approve all subcontractors.

- 1.18.2. The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents** and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.19. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.20. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Pearsall from obtaining the best possible price.

1.21. CONTRACT PROVISIONS AND TERMS

1.21.1. Contract Execution

- 1.21.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.21.2. Terms and Conditions

Omitted

1.21.3. Exceptions to Contract Terms & Conditions

Omitted

- 1.21.4. The initial contract(s) term** is for a period of one (1) year. Renewals of the contract may be made at one (1) year intervals, not to exceed a total of five (5) years, at the City's option.

1.21.5. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.21.6. Escalation

Annual escalation of this contract award will be determined by the city council and is contingent upon the approval of the city's annual budget and funds appropriated for each respective event.

2. PROPOSAL WAIVERS:

Comment [EEP1]: Page: 4
This Paragraph may be deleted or revised depending upon the subject of the RFP.
Delete this comment.

Comment [EEP2]: Page: 4
User shall insert the number of years for initial term.

Comment [EEP3]: Page: 4
Normally one year.

Comment [EEP4]: Page: 4
This number may be reduced but not enlarged Delete this Comment.

- 2.1. **WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.**
- 2.2. **OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE PROPOSAL DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**
- 2.3. **THE OFFEROR AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.**
- 2.4. **WAIVER:**
- 2.5. **BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF PEARSALL, TEXAS, AND THE CITY'S EMPLOYEES,**

AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

- 2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**
- 2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**
- 2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**
- 2.5.4. AWARD OF THE CONTRACT.**

2.6. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF PEARSALL, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF CONSULTANT SERVICES

It is the intent of this RFP process to identify and engage an experienced and qualified event coordinator to plan and execute the City of Pearsall's Hispanic Heritage Festival for the 2020 calendar year. Offerors may provide a proposal for one or more events covered in this RFP. Events may be awarded on a per event basis or comprehensively.

1. The City has identified several key requirements that are important components to each proposal. The successful proposer will be required to provide, at a minimum, the services below:
 - a. Plan, organize and execute any and all activities necessary for the success for the event or events for which interest in shown
 - b. Meet with city staff to discuss and coordinate plans and discuss any request for in-kind services from the city.
 - c. Prepare a budget and any pre/post reports required by the city or state statute for event/s
 - d. Allow the city to audit and request documentation as it relates to any expenses for event/s

- e. Attend city council meeting/s and answer any questions the city council may have related to event/s
- f. Each event will have a budget not to exceed \$50,000 (\$100,000 total)
- g. Proposer should have sufficient detail explaining activities and events that will take place
- h. Proposers are encouraged to be creative, yet realistic in determining elements of the proposed event
- i. Proposer will be allowed to submit proposal for one or both events
- j. Events are tentatively scheduled for July 3rd and 4th and October 16-17, but are subject to change
- k. Venue will be determined by event coordinator

4. OFFEROR QUALIFICATIONS

4.1. INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

4.2. RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

4.3. VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal): Evaluation Process

4.4. EVALUATION PROCEDURE

4.4.1. Committee Actions

- 4.4.1.1. The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 4.4.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP.
- 4.4.1.3. Responses must be complete and address the criteria listed.

4.5. EVALUATION CRITERIA

4.5.1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100-point scale and shall be based on the following criteria:

- 4.5.1.1. Completeness – The degree to which the submittal is fully complete relative to the requirements listed herein. (25 points)
- 4.5.1.2. Event Coordinator Experience – Experience in planning, financing, and executing events. Successful prior event planning experience. A list of events planned and/or coordinated should be attached to proposal (25 points)
- 4.5.1.3. Partnership with local community – The proposal should include a detailed description of local partnerships the selected event coordinator will have with the community. (25 points)
- 4.5.1.4. Project Proforma and Financing – Offeror shall provide a pro forma illustrating anticipated cost and financing of event/s

- 4.5.2. City staff shall enter into contract negotiations with the most qualified Vendor. These negotiations will address the scope such that the City's objectives are achieved, potentially expanding beyond the scope shown.
- 4.5.3. When services and fees are agreed upon, the selected Vendor shall be offered a contract subject to City Council approval.
- 4.5.4. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. The RFP remains the property of the City.

5. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

- 5.1. THE RFP
- 5.2. THE COST SUMMARY OR PROPOSAL FORM
- 5.3. REQUESTED ATTACHMENTS
 - 5.3.1. Signed Execution of Offer

6. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

EXECUTION OF OFFER

Date: _____

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____



CITY OF PEARSALL

GATEWAY TO THE WINTERGARDEN

City Manager's Office

DATE

RECIPIENT

FIRM

ADDRESS 1

CITY, STATE ZIP

**RE: TXCDBG 2021-2022 PROPOSED CONTRACT FUNDING –
RFQ FOR ENGINEERING SERVICES**

Dear **RECIPIENT**:

Attached is a copy of the City of Pearsall's Request for Qualifications (RFQ) for engineering services. These services are being solicited to assist the City in its application and project implementation of a contract, if awarded, from the 2021-2022 Texas Community Development Fund of the Texas Community Development Block Grant Program of the Texas Department of Agriculture (TDA). The City of Pearsall will be applying for such funding to support community improvements.

The RFQ should include the following factors: statement of qualifications, work experience, capacity to perform, technical expertise, ability to meet schedules, proximity to the area of the proposed work, familiarity with the area of the proposed work, HUB designation (if applicable), and references – list of past/current clients; etc. Additional submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

Estrellita Ballesteros, Planner

Pearsall City Hall Annex
215 S. Ash Street
Pearsall, TX 78061

The deadline for submission of proposals is **DATE**, by 5:00 PM. A minimum of four (4) printed copies and one (1) electronic copy (CD, USB, or email to: eballesteros@cityofpearsall.org) are required for all proposals. The City of Pearsall reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of Pearsall is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Mary Moore, Mayor

Page 1 of 1

215 S. Ash St.
Office: 830-334-3676

Pearsall, Texas 78061
Website: www.cityofpearsall.org

Pearsall, Texas 78061
Fax No.: 830-334-4750

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ENGINEERING SERVICES

PART I

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City/County of _____ desires to [implement/construct/etc.] the following: _____ [describe project] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage _____ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the [e.g. City Manager/County _____] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication

regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
9. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

10. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments: ☐] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____

(Local City/County Official)

(Printed Name)

(Title)

BY: _____

(Firm/Contractor's Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project: *(Choose appropriate contracted services)*

SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.

15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the

data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal

assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
 2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
 4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

PART III PAYMENT SCHEDULE

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%
• Completion of final inspection and acceptance by the City/County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (_____ %) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration

Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and

- the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V
PROJECT TIME SCHEDULE
ENGINEERING PROFESSIONAL SERVICES

CONTRACT END DATE

October 31, 2020

Activity To Be Completed by Date Specified:		Milestone Date
Plans and Specifications Completed	Month 2	6/1/2020
Plans and Specifications Submitted for Approval (as required)	Month 2	6/1/2020
Clearance of Pre-Construction Special Conditions	Month 3	7/1/2020
Construction Contract Awarded & Executed	Month 4	8/1/2020
Construction & Final Inspections Completed	Month 6	10/1/2020
End Date of Contract	Month 6	10/31/2020
Close-out documents submitted to Department (60 days after End Date)	Month 8	12/30/2020

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Qualifications (RFQ) for Engineering Services

The City of Pearsall is seeking to enter into an engineering services contract with a state-registered engineer. The following outlines this request for qualifications.

- I. Scope of Work - The engineering contract will encompass all project-related engineering services to the City of Pearsall, including but not limited to the following:

- Assistance with project scoping and application;
- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

Please specify actual tasks to be performed under each of these categories.

- II. Statement of Qualifications - The City of Pearsall is seeking to contract with a competent engineering firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state
- Engineer/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) of the System for Award Management (SAM) www.SAM.gov .

As such, please provide within your proposal a list of past local government clients, as well as resumes of all [engineers/architects/surveyors] that will or may be assigned to this project if you receive the [engineering/architectural/surveying] services contract award.

Also, please provide a copy of your current certificate of insurance for professional liability.

- III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	40
Work Performance/References	20
Capacity to Perform	15
Proximity/Familiarity with Area	15
Minority/Woman-owned Firm	10
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.
- * For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004)
- V. Deadline for Submission - The proposals received will be received no later than [DATE], by 5:00 PM at the following address: Estrellita Ballesteros, Pearsall City Hall, 215 S. Ash Street, Pearsall, TX 78061. A minimum of four (4) printed copies and one (1) electronic copy (CD, USB, or email to: eballesteros@cityofpearsall.org) are required for all proposals.



ADDENDUM #5

CITY OF PEARSALL INTERDEPARTMENTAL POLICY AND PROCEDURE

EMERGENCY PANDEMIC LEAVE POLICY

RETURN TO WORK STRATEGIES:

In accordance with the Centers for Disease Control & Prevention Guidelines, the City of Pearsall will implement the Return to Work Strategies described below as it relates to employees who are suspected or have tested positive for COVID-19.

Symptom -based strategy for determining when employees can return to work

Employees with mild to moderate illness who are not severely immunocompromised who have tested positive for COVID-19 cannot return to work until the following criteria are met:

- At least 10 days have passed since symptoms first appeared and
- At least 24 hours have passed since last fever without the use of fever-reducing medications and
- Symptoms (e.g. cough, shortness of breath) have improved

Note: Employees who are not severely immunocompromised and were asymptomatic throughout their infection may return to work when at least 10 days have passed since the date of their first positive viral diagnostic test.

Employees with severe to critical illness or who are severely immunocompromised who have tested positive for COVID -19 cannot return to work until the following criteria are met

- At least 20 days have passed since symptoms first appeared
- At least 24 hours have passed since last fever without the use of fever-reducing medications and
- Symptoms (e.g. cough, shortness of breath) have improved

Direct Exposure to COVID-19/Symptomatic Employees

City staff that have had direct exposure (close contact) to individuals who have tested positive for COVID-19 and have not been cleared by a medical professional as non-contagious will be required to self-quarantine for seven days. City staff will monitor their symptoms during these seven days and will return to work if no symptoms develop.

Direct exposure (close contact) will be defined as:

- Living in the same house as a sick person with COVID-19
- Caring for a sick person with COVID-19
- Being within 6 feet of a sick person with COVID-19 for 15 minutes or more without a face mask
- Being in direct contact with secretions from a sick person with COVID-19 (e.g. being coughed or sneezed on, kissing, sharing utensils, etc.)

City staff who exhibit symptoms (e.g. cough, fever) will be required to have a test performed, self-quarantine and receive a negative test result before they can return to work.

Coordination of Emergency Pandemic Leave and Sick Leave

Employees diagnosed with COVID-19 or who need to be out for COVID-19 related leave (i.e. self-quarantine) will be granted a maximum of fourteen (14) days of administrative leave. Employees unable to return to work after fourteen (14) administrative days are exhausted will be required to utilize any accumulated sick and personal leave. Employees that exhaust all (administrative, sick, vacation) leave may be required to file for FMLA.

**** City staff that refuse the COVID-19 vaccine and are medically cleared to take the vaccine will not qualify for this leave if they are subsequently diagnosed with COVID-19. If an employee has a medically documented reason why they cannot receive the vaccine, that documentation will need to be provided in order for to qualify for this leave.**

Employees diagnosed with COVID-19 and succumb to this illness or become disabled and are unable to return to work due to this illness will be compensated any sick time they have accumulated (and not utilized) or a one-time payment of \$2,000, whichever is greater. The city reserves the right to retroactively pay for this incentive.

COVID Lifeline Staff

With the creation of this program to combat the COVID-19 pandemic, the city will pay a \$2,000 one-time payment for any City or Frio County staff who is diagnosed with COVID -19 and becomes hospitalized or succumbs this illness while employed. This one-time payment only applies to employees who are employed to carry out the functions of this program. The city reserves the right to retroactively pay for this incentive.

Additional Precautions:

Temperature checks will be performed at least one time per day during business hours. Employees who exhibit a fever greater than 100.4 will be sent home for the day. Employees will be responsible for monitoring this and other symptoms. The city may require the employee to test for COVID-19 before they can return to work.

City staff will be required to wear face masks while at work in accordance with CDC guidelines.



CITY OF PEARSALL

EMERGENCY PANDEMIC LEAVE POLICY ACKNOWLEDGEMENT FORM

I, _____ an employee of the City of Pearsall, do hereby affirm I have read and understand Emergency Pandemic Leave Interdepartmental Policy Addendum #2 and do hereby confirm I understand the provisions of the policy.

Employee's Signature

Date