



**Website:**  
www.beaumontca.gov

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# Request for Proposals For Bond Counsel Services

ITEM	DUE DATE
RFP posted	05/15/25
Questions due	05/30/25 3:00 pm PST
Answers posted	06/06/25
Proposals due	06/13/25 12:00 pm PST

**Contact:**

Raveena Chara, Procurement Contract Specialist  
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**RFP Available**

Planet Bids Portal at  
<https://vendors.planetbids.com/portal/66785/bo/bo-search>

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### Introduction

The City of Beaumont seeks outside bond counsel services to assist the City of Beaumont on all items of financing necessary to the City's operations including, but not limited to, general obligation, street and highway, sewer revenue, community facilities district, and improvement district bonds; and any other bond or financing transactions that the City may be a party to, and other related financial services, as requested by the City.

The consultant is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Consultant. The Consultant is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

Consultant shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, and state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost-effective and timely services, including providing customer service to the CITY.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. The City reserves the right to waive any irregularity in any proposal, withdraw or amend this RFP or reject any proposal that does not comply with this RFP or City policies.

### Background

The City of Beaumont is a general law city incorporated in 1912 currently serving a population of approximately 57,000, located in Western Riverside County. The City operates under a council-manager format of government which consists of a Mayor, Mayor Pro-Tem, three Councilmembers and the City Manager. The positions of Mayor and Mayor Pro-Tem are rotated among the elected Councilmembers. A City Clerk and Treasurer are elected positions, each for a four-year term.

### City of Beaumont Rights and Options

This RFP does not commit the City of Beaumont to award a contract or to pay any cost incurred with the preparation of a proposal or contract for services described herein. The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any qualified source submitting a proposal, extend deadlines, and/or request additional information.

Subsequent to negotiations, prospective trustees may be required to submit revisions to their proposals. The City may reject any proposal that does not conform to the instructions provided

## **Bond Counsel Services**

in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

The City reserves the right to postpone selection for its own convenience, to withdraw this RFP at any time, and to reject any and all proposals without indicating any reason for such rejection. As a function of the RFP process, the City of Beaumont reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services and scope of work. Proposals submitted in response to the RFP will not be returned.

The City of Beaumont reserves the right to reject any or all responses, to waive any informality in any responses, and to select the vendor that best meets the City's needs.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.) unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

All property rights, including publication rights of all reports produced by respondents in connection with services performed under this agreement will be vested in the City. In addition, respondents will not publish or release any of the results of its examination without the express written permission of the City.

Responses must be submitted no later than the date and time stated on this RFP. Responses shall be reviewed and rated as set forth in the Selection Process section of this RFP. The City will then determine which firm best meets the City's requirements.

During the evaluation process, the City reserves the right (where it may serve the City's best interest) to request additional information or clarification from respondents. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal as submitted and confirmed in the contract between the City and the firm selected.

The City reserves the right to negotiate final pricing with the most qualified firm. The City may invite selected firms to meet with the evaluation team on or around the week of February 10, 2025, at no additional cost to the City.

A Standard and Customary Legal Services Engagement Agreement For Municipal Bond Counsel Services will be negotiated with the successful law firm. Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions "as is" without modification. Any contract modifications are to be stated upfront, at the time of submittal.

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Any costs incurred in the preparation of the response, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract.

The proposer shall furnish the City with such additional information as the City may reasonably require.

### **Conflict of Interest**

The Consultant shall disclose any personal or professional financial, business, or other relationships with the CITY that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

## Scope of Services

A. Debt Issuances. For each debt issuance and in between issuances as applicable, the firm shall perform all the following in a timely manner related to debt issuances, as requested by the City:

1. Provide general legal advice leading up to the bond election, if applicable, and leading up to the debt issuance.
2. Work with the City's financial advisor on creating and discussing structuring alternatives best suited for the purpose and within the confines of the market, acceptable risk, and legal constraints.
3. Work with the City's financial advisor on creating a detailed schedule of events for the financing transaction.
4. Work with the City's financial advisor on recommendation of the trustee, registrar, and paying agent.
5. Draft and review, as applicable, bond election propositions and project descriptions; voter informational pamphlets; educational, outreach, and communication pieces related to the election; other election materials and information; authorizing bond documents and any amendments thereto; bond proceedings; approving bond counsel, reliance, and defeasance opinions; and bond closing documents. Work with City's financial advisor on propositions and related legal documents, as applicable and in the format requested by the City.
6. Call, arrange, and lead working group meetings as appropriate.
7. Work with the financial advisor on preparation of the notice inviting proposals for purchase of the bonds, the Preliminary Official Statement and the Official Statement or the Preliminary Limited Offering Memorandum and the Final Limited Offering Memorandum, as applicable and in the format requested by the City.
8. For privately or directly placed bond sales or other financing transactions, draft and negotiate, as applicable, all documents required by the transaction.
9. Perform the tax analysis and any other legal analysis required for the issuance, including without limitation reviewing planned projects and project uses as requested and providing legal advice and recommendations on structuring or financing alternatives.
10. Provide advice and present transactions as requested to the City Council, staff, and others.
11. Advise the City as to the proper procedure for compliance with state open meeting laws and federal public hearing criteria.
12. Prepare all bond or transaction closing and tax documents, coordinate bond closings, and prepare the bond or debt transcript in the format requested by the City.
13. Coordinate those necessary activities of a legal nature with the financial advisor.

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14. Deliver the firm's legal opinion as to:
  - a. valid issuance of the evidence of indebtedness and effect of any defeasance or refunding, as applicable;
  - b. federal and state tax status of the interest income earned by holders of the instrument; and
  - c. validity and enforceability of underlying documentation.
15. Assist the City with securities law reporting and disclosures as requested.

16. Provide advice to the City on matters relating to the bonds and financings during intervals between transactions, including without limitation post-issuance tax and continuing disclosure compliance and reviewing or recommending updates to the City's post-issuance compliance procedures as needed.

B. General Services. For general services, the firm shall perform all the following in a timely manner, as requested by the City:

1. Provide advice and services of a general legal nature pertaining to all facets of City debt issuances.
2. Provide legal advice and services relative to financing options that do not include the sale of debt obligations.
3. Provide other legal advice and services, as necessary, on financial issues not related to a specific debt issue.
4. Provide legal advice on federal tax matters including, but not limited to, reimbursement, arbitrage, and private activity.
5. Coordinate those necessary activities of a legal nature with the financial advisor.
6. Provide updates on enacted state legislation relating to City financing alternatives.
7. Provide assistance with any Internal Revenue Service examinations and/or audits as requested and appropriate.

C. Special Taxing Districts. For improvement districts, community facilities districts, and other special districts, the firm shall perform all the following in a timely manner, as requested by the City:

1. Prepare and review, as applicable, all legal proceedings as the District Counsel, including all legal documents.

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2. Assist with and review all actions taken by City staff and the City Council with respect to the following, as applicable:
  - i. initiation of the district;
  - ii. elections and hearings;
  - iii. protests and objections;
  - iv. adopting the Resolution Ordering the Work and calling for construction bids;
  - v. awarding the construction contract;
  - vi. rulings on objections to the award of contract;
  - vii. calling for bids on the bonds and awarding the contract for the purchase of bonds;
  - viii. processing the assessment, the warrant, the return and the certified list; and
  - ix. final assessment hearing.
3. Assist the City Council and staff in evaluating objections to the assessment, preparing necessary responses to objections and determining if modifications of the assessment are advisable; this includes appearing at the hearing on the assessment if objections have been filed.
4. Prepare and review, as applicable, all legal documents associated with the district or transaction.
5. Work with the City's financial advisor on creating and discussing structuring alternatives best suited for the purpose and within the confines of the market, acceptable risk, and legal constraints.
6. Work with the City's financial advisor on creating a detailed schedule of events for the financing transaction.
7. Work with the City's financial advisor on drafting the notice inviting proposals for purchase of the bonds.
8. Work with the City's financial advisor in preparing the Preliminary Official Statement and the Official Statement or the Preliminary Limited Offering Memorandum and the Final Limited Offering Memorandum, as applicable and in the format requested by the City.
9. For matters that do not include the sale of debt obligations, prepare and negotiate all legal documents.
10. Be "on call" with respect to any questions which come up during the pendency of the district proceedings or during the collection period (i.e., the full term of the bonds) to answer questions on such things as modifications of assessments, notices of delinquencies, timing with respect to mailing notices of assessment installments, publishing notices of delinquencies, and holding Superintendent of Streets' sales.
11. Defend suits regarding the "spread" of assessments, if requested by the City.

### Proposal Requirements

Proposals shall clearly address all the information requested and describe the methodology to be used to accomplish each of the project tasks. Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The CITY relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of services.

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

B. Introduction/Information:

Firms must provide the following information regarding the organization:

- Name
- Street Address
- City, State, Zip Code
- Corporate Structure
- State/Country of Incorporation
- Website
- Contact Information

In addition, please include the size of the firm, the size of the firm's Bond counsel staff, and the location of the office from which the work on this engagement will be performed.

Firms should provide an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in California.

Firms shall submit a copy of its most recent quality control review. Firms shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm with state regulatory bodies or professional organizations, as well as any pending or settled litigation, during the past three years.

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C. City Staff: Provide a detailed description of the firm's approach to communicating effectively with CITY staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Services.

D. Key Personnel:

a. Name the attorney(s) who will be directly assigned to the City. Include their qualifications and availability over the contract period, specifically with regard to conflicts due to prior engagements and the additional workload that would come from a contract with the City. Provide resume(s) and experience serving as bond counsel for similar issuers.

i. Include the names and qualifications of attorney(s) who specialize in public finance tax law and list their qualifications if not already provided. If the firm does not have an attorney who specializes in public finance tax law, describe how the firm intends to provide competent tax advice.

ii. Include the names and qualifications of attorney(s) with municipal securities law expertise and list their qualifications if not already provided. If the firm does not have an attorney who specializes in municipal securities law, describe how the firm intends to provide competent municipal securities law advice.

b. Name the City's primary attorney contact and the attorney who will serve as primary attorney's backup and provide an expected allocation of workload among the attorneys who would be assigned to the City. Include the brief experience of other partners, associates, and other professionals available to provide services to the City.

c. List the ten most representative bond issues handled during the past three years by the primary attorney assigned to the City and the attorney who will serve as primary attorney's backup, indicating the type of bond issue (e.g., general obligation, revenue, etc.), attorney's role in the transaction (e.g., bond counsel, underwriter's counsel, etc.), date issued, amount, and issuer for each issue.

E. Firm Qualifications and Experience

a. Summarize the services your firm offers to meet the scope of services listed in this solicitation.

b. Provide a brief description of your firm and its public finance history. Describe your firm's knowledge and experience serving California municipalities and special taxing districts as bond counsel, including how many years the firm has served as bond counsel to California municipalities.

c. Provide a listing of all the California municipal clients your firm has served in the bond area during the last three years and indicate those that are currently under contract. Indicate the firm's role in the transaction and the type, size, and date of any bond issues.

d. Describe the firm's expertise with federal tax laws and regulations relating to tax-exempt financing generally. Describe your firm's knowledge of and experience

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with the tax laws associated with the issuance of tax-exempt debt, including arbitrage requirements and the ability to perform complex, multi-transaction private activity bond tax analysis and your firm's ability to provide tax guidance to the City, and special taxing districts.

- e. Describe your firm's knowledge of and experience with the latest securities laws relating to municipal bonds, and your firm's ability to provide guidance to the City, the Municipal Property Corporation, and special taxing districts.
- f. Describe the firm's procedures for keeping abreast of changes in federal and California tax, securities, and municipal bond issues, including statutory and regulatory changes and judicial and administrative actions.
- g. Describe your firm's knowledge of and experience with improvement districts, community facilities districts, and other special districts, and your firm's ability to provide guidance to the City on the formation, assessment, general obligation and assessment bonds, and recurring issues and needs (such as budget/levies) for such special districts.
- h. Describe your firm's experience with assisting with Internal Revenue Service examinations and audits and the outcomes of such examinations and audits.

### F. Ability to Meet the City's Requirements.

a. Describe the local and/or national resources the firm has applicable to the scope of services and explain how the resources will be put to work for the City.

b. Describe any changes that have taken place within your firm's Public Finance practice group over the past two years and any changes your firm foresees in its structure and staffing over the next twelve months that may have even an indirect effect on your firm's ability to provide service to the City.

c. Provide a detailed listing of the full extent of the Errors and Omissions professional liability coverage carried by the firm, understanding that the City expects the following minimum limits: \$5,000,000 each claim and \$10,000,000 all claims (see Section IV below). List all claims filed against the firm, both current and pending and for the past three years, that either (i) are related to public finance or (ii) would have an adverse impact on the firm's ability to represent the City. Include the disposition of any past claims and status of any current claims.

d. Describe how the firm would meet the scope of services set forth in this solicitation. Include your firm's knowledge of the City's financial needs and strategies or alternatives it would propose to meet the scope of services.

e. Describe how your firm will ensure that sufficient attorney coverage will be provided for the City's needs, including in-person presence at meetings when requested, timely production of documents, and rendering of advice with short turnaround times; how the firm will ensure that deadlines will be met; how the firm will ensure adequate communication to the City; and how the firm will ensure continuity of service.

f. Describe the involvement of public finance tax specialists in each debt transaction.

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g. Discuss the approach your firm takes to efficiently allocate the legal work assignments to professionals of various levels in order to meet client needs for high-quality legal services at an effective cost.

h. Please describe how your firm proposes to assist the City with post-issuance compliance.

i. Provide a summary of key strengths and qualifications of your firm to serve as bond counsel. (Your response to this question should not exceed one page.)

G. Disclosure - Please disclose any and all past or current business and personal relationships with any current Beaumont elected official, appointed official, City employee, or family member of any current Beaumont elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

H. References - For the firm's office that will be assigned responsibility for the audit, provide a list of the most significant engagements performed in the last five years that are similar to the engagement described in this Request for Proposal. Indicate the scope of work, dates, engagement partners, total hours and contact information for the client.

I. Overview and Scope of Services - Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work should be presented in a logical format that can be easily attached to the Agreement (A). The request for Proposals is for Bond Counsel Services.

J. Cost Summary - The Cost Summary should contain, itemized pricing for each of the potential fiscal years. The total maximum annual price should contain all direct and indirect costs, including out-of-pocket expenses. Please submit pricing based off of the proposed fee schedule and scenarios below. In your proposal, please indicate any specific costing elements such as footnote disclosures that impact the overall cost. Please submit the Cost summary separate from the proposal on planetbids.

### a. Proposed Fee Schedule.

Please provide the firm's proposed fee schedule for the work proposed and the various financing alternatives. This should include, without limitation, general obligation bonds, sewer revenue bonds, special district general obligation and assessment bonds, bond election proceedings, collection and foreclosure of liens/delinquencies, and other general legal services as described in this solicitation. Please also address the fees in the event of an unsuccessful election or transaction, as applicable.

The City would prefer the fee schedule include a flat fee per bond issue or a flat fixed rate per amount of bond. The City also prefers that if the fee schedule is calculated per amount of bonds issued, that an "issue" include all bonds of the same type sold on a contemporaneous or nearly contemporaneous basis in one or more series. If provided an alternate fee structure, discuss the benefit to the City of such arrangement and any limitations thereon.

Explain how fees may differ in the cases of a competitive versus a negotiated sale, and a new money transaction versus a refunding transaction, if not clear from the fee schedule. If the firm

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proposes that the City bear the costs of incidental (out-of-pocket) expenses associated with a financing, clearly state what type of incidental expenses the City will be expected to bear.

Explain what controls will be used to keep costs to a minimum. Incidental expenses shall be subject to a negotiated expense cap for the term of the contract.

b. Fee Scenarios.

Please also provide the firm's pricing for the following financing scenarios and explain any price differential for a competitive or negotiated sale, if applicable:

- a. \$100 million general obligation bond issue
- b. \$35 million general obligation refunding bond issue
- c. \$90 million Municipal Utility bond issue
- d. \$40 million Municipal Utility refunding bond issue
- e. \$35 million new money private placement
- f. \$35 million refunding private placement

- K. Hours - The proposal should include the anticipated number of hours and distribution by staff classification. The proposal should also include a schedule of rates by professional staff classifications for audit services and consulting services. Please indicate if your proposal includes a "not to exceed" quote.
- L. Signature - The response shall be signed by an official authorized to bind the firm and shall contain a statement to the effect that the proposal is valid for ninety (90) days.
- M. Timing Considerations – The selected audit firm must ensure the timely completion of all audits tasks and deliverables, adhering to the City's deadline of November 30th for final report submission to City Council.
- N. Other - Any other information that should be considered, such as any special services or customer service philosophy, which defines your firm's practice.

## **Response Submittal**

All questions or requests for clarifications regarding this RFP shall be submitted on planetbids by 3:00 p.m. PST May 30, 2025. Responses to all questions will be posted on the same website to allow all users to review the City's responses to all questions within one (1) week of the question due date.

***\*DUE DATE FOR QUESTIONS IS, MAY 30, 2025 BY 3:00 P.M.\****

Submit one (1) digital copy of proposal and one (1) digital copy of the cost proposal in PDF format on Planetbids in accordance with the proposal submission deadline, which is **12:00 pm PST on JUNE 13, 2025**. Proposal must be titled "Proposal for Bond Counsel Services" and the cost proposal must be titled "Cost proposal for Bond Counsel Services" All costs associated with preparation of any proposal shall be the sole responsibility of the proposer.

***\*DUE DATE FOR PROPOSALS IS JUNE 13, 2025 BY 12:00 P.M.\****

No RFC or questions will be accepted after 3:00 p.m. on **MAY 30, 2025**. All RFC responses will be posted on the CITY's Planet Bids Portal by February 05, 2025.

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the CITY.

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices, exhibits or attachments, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP shall be submitted via "Q&A" through the City's Electronic Bidding System, Planetbids, before the deadline and according to these specifications herein. Any and all other bidding communications shall only be with Raveena Chara, Procurement Contract Specialist, [rchara@beaumontca.gov](mailto:rchara@beaumontca.gov)

The Final day for receipt of questions from the Proposer shall be on or before the due date indicated in the RFP event schedule section below. To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due

date will be logged and reviewed

### **RFP Project Schedule**

<b>ITEM</b>	<b>DUE DATE</b>
RFP posted	<b>05/15/25</b>
Questions due	<b>05/30/25 3:00 pm PST</b>
Answers posted	<b>06/06/25</b>
Proposals due	<b>06/13/25 12:00 pm PST</b>

### **Information for Respondents**

A. Selection Process; Contract Length.

A selection committee established by the City Attorney will evaluate responses. Respondents may be requested to participate in an oral interview with the selection committee. Price will not be the controlling factor in making a selection but will be given due consideration. A low bidder is not entitled to be selected solely because of the submission of the low bid or price quotation. With the approval of the City Attorney and City Council, a contract will be executed with a selected firm or multiple firms for different portions of the scope of work. Notwithstanding the foregoing, any such contract will be nonexclusive, and the City may enter into contracts with other firms on a project- or transaction-specific basis as permitted by the City’s procurement code. Contracts will remain in effect for a period of five (5) year with two (2) possible one-year renewals from the date of execution thereof unless sooner terminated in accordance with the terms of the contract, or subsequently renewed and, therefore, fee structures should take this time period into account.

B. Responses Required.

In order to be considered by the selection committee, each respondent is required to submit a response containing all Requested Information (Proposal requirements above).

C. Confidentiality of Proposal Information and Waiver.

All respondents specifically and categorically agree, as a pre-condition for the opening and review of their responses, that the information relating to fees and fee structures submitted by every other respondent is confidential and proprietary information insofar as respondents are concerned, and all respondents waive any right under the California Public Records Act or any other statutory or common law right, to request or receive such information from the City or any other respondent. All respondents recognize that such information may be considered not subject to confidential and/or proprietary protection with respect to a Public Records request made to the City by any person or entity not a respondent to this request, and that any and all such information may be subject to legally required disclosure.

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-

effective and will be disregarded.

D. City’s Reservation of Rights.

This Request for Proposals does not commit the City to enter into any agreement or contract, or pay any costs associated with the preparation or submittal of a response by any respondent. The City reserves the right to enter into agreements for legal services with persons or firms not responding to this proposal, or to continue or extend present agreements with persons or firms who do not respond. The City further reserves the right to waive responses to any part of this request if, in its sole judgment, it determines that it is in the best interests of the City so to do. The City may require any respondent to participate in negotiations, and to submit such other information as it may deem necessary. The City reserves the right to have varying requirements, or to agree to varying waivers for different respondents as shall fit the City’s needs. All legal services providers will be required to enter into a written contract outlining such terms as may be required by the City Attorney.

**Amendments to Request for Proposals**

The CITY reserves the right to amend the RFP by addendum prior to the final proposal submittal date. The addenda will be posted on the CITY’s Planet Bids Portal:

<https://vendors.planetbids.com/portal/66785/bo/bo-search>

**Anticipated Contract Terms**

A. Insurance Requirements.

Respondents will be expected to have in place, at the time of execution of any contract, the following insurance types and limits. General and automobile liability insurance shall name the City of Beaumont as an additional insured. Policies shall be written with a carrier satisfactory to the City of Beaumont in amounts and of the types set forth below:

<u>Required Insurance</u>	<u>Minimum Limits of Liability</u>
Workers’ Compensation	\$1,000,000
Commercial General Liability (the policy shall be primary and include coverage for bodily injury, broad form property damage, personal injury, products/completed operations, and blanket contractual)	\$1,000,000 per Occurrence \$1,000,000 Products-Completed Operations Aggregate Limit \$2,000,000 General Aggregate
Automobile Liability	\$1,000,000 per occurrence
Professional Liability	\$2,000,000 per occurrence

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B. Representation in Matters Involving the City and Conflicts of Interest.

The contract entered into will prohibit any law firm or attorney executing the contract from engaging in or carrying on any legal activity on behalf of any client which is in any way directly adverse to the City of Beaumont, without the specific written consent and waiver of the City Council.

C. General City Provisions.

The contract will further contain general City provisions as required by law. These will include provisions relating to auditing, fiscal year billing requirements, termination provisions, indemnification provisions, and applicable state and federal statutes, etc.

D. Personnel.

The City will reserve the right to designate a specific attorney(s) in the contracting law firm to work on specific matters, as lead counsel and/or as associate lead counsel for the services rendered pursuant to any contract.

E. Advertising and Promotion.

The name of the City of Beaumont shall not be used in any advertising or other promotion context by a contracting firm or attorney without prior written approval of the City Council.

F. Assignment.

A contracting firm or attorney shall not assign the rights, or delegate the duties, or otherwise dispose of any right, title or interest in all or any part of any contract or assign any monies due or to become due to such firm or attorney without the prior written consent of the City Council.

G. Termination.

The City shall have the right to terminate any contract in whole or in part at any time without penalty or further obligation. The contracting firm or attorney will be paid at a rate equal to the agreed compensation for requested legal services rendered and reimbursed for authorized expenses actually incurred in rendering such services as of the date of such termination. Such payment for services already completed shall be the total compensation due to such firm or attorney upon termination.

H. Accounting and Auditing.

A contracting firm or attorney will agree that the City or its duly authorized representatives shall have access to and the right to examine any books, documents, papers, records, and other evidence reflecting all time charges, compensation, and costs billed under any contract. The materials described herein shall be made available at the office of a contracting firm or attorney at any reasonable time for inspection, audit, or reproduction until the expiration of three years from the date of final payment under the contract.

I. Fiscal Year.

The City's fiscal year begins July 1 and ends June 30 of each calendar year. An estimate of the charges or final invoice for services performed or costs incurred prior to the close of a fiscal year must be submitted by June 30.



## **Proposal Evaluation/Selection**

Staff will review the proposals and make a recommendation to the City Council for review. The City intends to evaluate the proposals based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate each proposal:

1. Ability to meet service requirements; understanding the needs and requirements of the City; scope and services offered.
2. Experience, qualifications and knowledge of key personnel; references for similar work completed within the last three years. (Particular emphasis will be placed in the area of customer support.)
3. Proposed pricing.
4. Completeness of responses to the Request for Proposals

The CITY intends to engage the most qualified consultant available who demonstrates a thorough understanding of the CITY's needs. CITY staff will use the following criteria to evaluate the proposals:

<b>Criteria</b>	<b>Points</b>
Firm Qualifications and Experience; Firm Resources	30
Key Personnel Qualifications and Experience	20
Ability to Meet the City's Requirements	35
Compensation	10
Responsiveness (Thoroughness in responding to questions and requirements; clarity of presentation)	5
Total	100

The CITY may request a qualification interview with the highest-ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the CITY's adopted procedures. The CITY may select the top two firms and enter into negotiation. The CITY reserves the right to reject any and all proposals.



**- - - - - END OF REQUEST FOR PROPOSAL - - - - -  
EXHIBITS TO FOLLOW**

**EXHIBIT "A"**

**A Standard and Customary Legal Services Engagement Agreement For Municipal Bond  
Counsel Services will be negotiated with the successful law firm.**