

**City of Galveston, Texas  
Office of the City Manager  
RFP #15-06**



**REQUEST FOR SEALED PROPOSALS  
FOR PUBLIC IMPROVEMENT DISTRICT  
ADMINISTRATION**

**PROPOSALS ISSUED:  
December 22, 2015  
RFP SUBMITTALS DUE:  
January 8, 2015 at 10:00AM**



**RFP 15-06  
Invitation for Proposals  
Service Agreement  
Public Improvement District  
City of Galveston, Texas**

RFP #15-06

Date: December 2, 2014

Open: January 8, 2015 at 10AM

Sealed Responses/Proposals, prepared with **one original, one readable media, and five (5) copies** addressed to the Purchasing Supervisor, City Hall, room 302, 823 Rosenberg, Galveston, Texas 77550, will be received until **10:00AM on January 10, 2015** opened immediately in that office in the presence of the City's auditor or a witness from the Finance Department and the Purchasing Supervisor. Any submission received after **10:00AM** on the date specified will be returned unopened, for the following project.

**RFP #15-06**

**The City of Galveston is seeking sealed proposals from qualified individuals, firm or corporation to provide a range of management and administrative services for the Bayside at Waterman's Public Improvement District {PID} in the City of Galveston, Texas**

**Proposals package**

The Request for Proposals, Attachment 1, any Specifications/line Item Details, and the Proposal Sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the City, including the Proposal Sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) will disqualify the submittal from being considered by City Council. Any individual signing in behalf of the submitter expressly affirms that he/she is duly authorized to tender the proposals and to sign the Proposals Sheet/contract under the terms and conditions in this proposal. Submitter further understands that the signing of the contract shall be of no consequence unless the proposals are subsequently awarded and the contract properly executed by City Council.

Note: proposals must be submitted on the forms provided herein. The proposals sheet, tax statement, nepotism statement, non-collusion statement, and any other forms marked as needing to be returned must be completed, signed and witnessed as required or the submittal is non-responsive.

Envelopes will be sealed and marked with the Request for Proposal number and opening time on the outside bottom left corner to avoid the opening before the prescribed time.

Proposals sent by facsimile (fax) machine shall be rejected as being non-responsive specifications.

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed to:

Tifney M Scott  
Purchasing Supervisor

E-mail address: [scotttif@cityofgalveston.org](mailto:scotttif@cityofgalveston.org)

**\*\*The Subject Line should read: PID Administration  
Questions must be received by 5:00 PM January 2, 2015**

**Restrictive or ambiguous specifications**

It is the responsibility of the prospective submitter to review the entire packet and to notify the Purchasing Office if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or procedures must be received in the Purchasing Office not less than seventy-two hours prior to the submission deadline. Submitters are to respond as specified herein or bid an approved equal.

**Modification of proposals**

A submitter may modify a response by letter at any time prior to the submission deadline. The modification letter must be received prior to the submission deadline. Alterations made before opening time must be initialed by the submitter guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any supporting data required will be accepted at any time prior to City Council's consideration of the response.

**Award of contract**

By submitting proposals, the submitter agrees that if their submission is accepted by City Council, they will furnish all items and services upon which prices have been tendered and upon the terms and conditions in the proposals and contract.

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under the required insurance schedule of the Request for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance have been approved by the City of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Galveston.

**Evaluation Process**

All submissions will be examined by an evaluation committee. The committee will evaluate all submissions based on the specifications written in the actual scope of services. If any specifications should conflict with anything stated in the Invitation for Proposals, the specifications in the actual scope of services shall control except for indemnity provisions.

**NOTE:** The City of Galveston's decision will rely heavily on the Responders ability to comply with the State of Texas requirements provided in that document entitled: "Request For Proposals For Qualified Grant Administrators Relating to Federal Disaster Declaration – DR-1791-TX." A copy of those relevant portions are attached and incorporated herein for review.

Proposals that do not conform to the instructions given or which do not address all the services as specified may be eliminated from consideration. The City of Galveston, however, reserves the right to accept such proposals if it is determined to be in the City's best interest to do so.

The City of Galveston may initiate discussions with vendors. Discussions may not be initiated by vendors. The City of Galveston expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer. Vendors shall not contact any City of Galveston personnel during the RFP process without the express permission from the City's Purchasing Agent. The City of Galveston Purchasing Agent may disqualify any vendor who has made site visits, contacted City of Galveston personnel or distributed any literature without authorization from this office.

- a. Contract fees are to be negotiated between CITY and the selected grant administrator based on fixed rates or itemized pricing maximums as provided in Exhibit B the "Itemized Pricing for Local Project Delivery Expenses". If agreement of fees and terms cannot be

achieved with selected firm, negotiations shall commence with the alternate firm selected by the CITY, and the process repeated.

- b. Upon successful negotiations, City will execute a contract with the selected administrative firm. The Scope of Work in the final executed contract between CITY and the selected administrative firm will be further defined based on the funded CITY projects and will be made a part of the contract.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this RFP shall be coordinated by the City of Galveston Purchasing Department.

No award can be made until the City of Galveston City Council approves such action.

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the evaluating committee.

**Non-discrimination:**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**Responsibility**

The City must decide whether or not the responder has the strengths to be granted an award. Certain criteria must be met such as: financial stability, capability and capacity. History of past litigation due to lack of performance may be considered but not necessarily used as a determining factor.

The award will be made to the submitter who is determined to be the best able to fulfill the requirements as set out in the specifications.

**Contract term**

The term of the resultant contract will begin on the date of execution by City Council and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**Re-appropriation of Budget Items**

The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify responder in writing of this reduction. Responder shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

**Force Majeure**

If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then

the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

**No commitment by the City of Galveston**

This Request for Proposals does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submission to this request, or to procure or contract for services or supplies.

**Change Orders, as per Texas Local Government Code section 252.048**

- (a) If Changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$15,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

**Appropriation of Funds**

The City of Galveston may establish an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the responder's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

**Confidentiality of information in proposals**

Pursuant to State law, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps them secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

**Exception to proposals**

The submitter will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to proposal conditions", and will be attached. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

### **Changes in specifications**

If it becomes necessary to revise any part of this Request for Proposals, a written notice of such revision will be provided to all submitters. The City is not bound by any oral representation(s), clarification(s), or changes made in the written specifications by the City's employees, unless such clarification or change is provided to submitters in a written addendum from the Purchasing Supervisor.

### **Protest**

Any actual or prospective submitter who is allegedly involved with the solicitation or award may protest. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

All protest lodged by potential or actual responders must be made in writing and contain the following information:

1. Name, address and telephone number of the protestor.
2. Identification of the solicitation or contract number and time.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue (s) to be resolved and statement of what relief is requested.
5. Arguments and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of Request for Proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston will be final.

### **Proof of insurance**

The successful submitter agrees to maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are to be followed as listed below. Any variance from these requirements must be denoted in writing and included as exceptions to the proposals specifications.

### **Required insurance**

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
  - \$2,000,000** general liability (includes products and personal, etc.)
  - \$1,000,000** fire damage
  - \$1,000,000** automobile damage
  - \$500,000** workers compensation employers' liability
  - Statutory** limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

- b. Professional Liability insurance - The Contractor shall maintain in full force and effect a professional liability insurance policy which provides coverage in an amount not less than

\$2,000,000 per occurrence and \$2,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Contractor which arises out of the professional services required by this Agreement

**Pursuant to Sec. 2-341 of the City Code, the City has made the following Declaration of policy**

It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE's to provide products and services.
2. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not otherwise qualified.

Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

**Laws**

Responders must comply with all Federal, State, and local laws and regulations.

**Withdrawal of proposals**

Submitters may request withdrawal of sealed proposals prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Supervisor in writing. No proposals may be withdrawn for a period of sixty calendar days after the opening.

The City of Galveston reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any submission, and to accept the proposals, which, in its discretion, is in the best interest of the City of Galveston. In case of ambiguity or lack of completeness in stating the prices in any proposals, the City reserves the right to consider the most advantageous proposals thereof.

The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

#### **Indemnity clause**

**IN ACCORDANCE WITH STATE LAW, THE CONTRACTOR AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF GALVESTON, TEXAS, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LAWSUITS, PROCEEDINGS, JUDGMENTS, OR LIABILITIES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF ANYONE UNDER THE CONTRACTOR'S SUPERVISION OR CONTROL.**

**IN THE EVENT OF ANY CAUSE OF ACTION OR CLAIM ASSERTED BY A PARTY TO THIS AGREEMENT OR ANY THIRD PARTY, THE CITY WILL PROVIDE THE CONTRACTOR WITH TIMELY NOTICE OF SUCH CLAIM, DISPUTE OR NOTICE. THEREAFTER, THE CONTRACTOR SHALL AT ITS OWN EXPENSE, FAITHFULLY AND COMPLETELY DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM THIS CLAIM, CAUSE OF ACTION, OR NOTICE.**

**IF THE CONTRACTOR SHOULD FAIL TO SO SUCCESSFULLY DEFEND, THE CITY MAY DEFEND, PAY OR SETTLE THE CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST THE CONTRACTOR FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM, CAUSE OF ACTION, DISPUTE OR LITIGATION.**

**IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND CITY OF GALVESTON, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY OF GALVESTON FROM CONSEQUENCES OF CITY OF GALVESTON'S OWN NEGLIGENCE, WHEN THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY OF GALVESTON UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. CONTRACTOR ASSUMES NO LIABILITY FOR THE SOLE NEGLIGENCE OF CITY OF GALVESTON, ITS OFFICERS, AGENTS, OR EMPLOYEES.**

#### **Provision to be applied if Indemnity is Void**

**If the foregoing indemnity provision is found void for any reason, and only in that case, then the parties agree that if any claim or suit for damages of any nature arising out of or occasioned by Contractor's breach of any of the terms or provisions of this Contract or by any negligent act or omission of Contractor, its officers, agents, associates, employees or subcontractors, then Contractor will be obligated to pay for the legal defense of the City, its officers, agents and employees against such claim or suit (including the costs and expenses associated with that defense). It is additionally expressly agreed that any payment due as a result of any successful claim or lawsuit shall be paid by the party or parties found liable in the proportion of liability found against that party after the matter has been finally litigated or, alternatively, in the proportion agreed upon by the parties if the matter is settled. This provision does not waive any immunity or defense available to either party under Texas law. The provisions of this Paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

This agreement is binding upon and is to inure to the benefit of the parties, their successors, assigns, and personal representatives.

City of Galveston  
Department of Finance  
Purchasing Division



**INVITATION FOR PROPOSALS SHEET  
RFP #15-06  
CITY OF GALVESTON, TEXAS**

**Having read and understood the instructions, terms, conditions and specifications, we submit the following:**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Representative Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Correspondence Address**

\_\_\_\_\_  
**Remit Address**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Tax Identification Number (Tin/Fien/Ssn)**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**Email address**

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT A – “PROPERTY TAXES STATEMENT”**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING  
SUPERVISOR DEEMING SUBMISSION  
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

\_\_\_\_\_ I do not owe the City property taxes that are delinquent.

\_\_\_\_\_ I owe City property taxes that are delinquent on property located at

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Bidder's Printed or Typed Name

---

Bidder's Signature

---

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT B – “NEPOTISM STATEMENT”**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING  
SUPERVISOR DEEMING YOUR SUBMISSION  
“NON-RESPONSIVE.”**

The Submitter or any officer, if the Submitter is other than an individual, shall state whether Submitter has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Submitter is an individual:

\_\_\_\_\_ I am not related by blood or marriage to any official or employee of the City of Galveston

\_\_\_\_\_ I am related by blood or marriage to the following official(s) or employee(s)  
of the City of Galveston

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Submitter is **NOT** an individual:

\_\_\_\_\_ The officers of the company submitting are not related by blood or marriage to any official or employee of the City of Galveston.

\_\_\_\_\_ The officers of the company submitting this are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: \_\_\_\_\_

Employee      and      title      of      City      Official      or      Employee:  
\_\_\_\_\_

Relationship: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT C –“NON-COLLUSION STATEMENT”**

**THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THESE PROPOSALS IN COLLUSION WITH ANY OTHER SUBMITTER, AND THAT THE CONTENTS OF THESE PROPOSALS AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSALS HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THESE PROPOSALS.**

**VENDOR** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

---

**PHONE** \_\_\_\_\_

**FAX** \_\_\_\_\_

**BIDDER (SIGNATURE)** \_\_\_\_\_

**BIDDER (PRINTED NAME)** \_\_\_\_\_

**POSITION WITH COMPANY** \_\_\_\_\_

**SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS BID** \_\_\_\_\_

**COMPANY OFFICIAL  
(PRINTED NAME)** \_\_\_\_\_

**OFFICIAL POSITION** \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**THE CITY OF GALVESTON, TEXAS**

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE  
FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

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(Printed or typed Name of Signatory)

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(Signature)

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(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in  
**18 U.S.C. 1001**

**END OF DOCUMENT 00435-FAA**

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**REQUEST FOR PROPOSALS**  
**RFP 15-06**  
**PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION**

**PART I**

1. **PURPOSE:** The City of Galveston, Texas (the "City") seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide a range of management and administrative services for the Bayside at Waterman's Public Improvement District (PID). Services shall include but not be limited to subdivision parcel research, special assessment levy research, preparation of the annual assessment and calculation of administrative costs, county tax office communication, tracking of delinquent assessment fees and required PID reporting.
2. **BACKGROUND:** The City of Galveston, Texas (the "City") has approved the creation of the Bayside at Waterman's Public Improvement District, a planned 162 lot, single-family home/condominium community. The project requires a third party administrator to assist with the financial management of the regular and special assessments to be levied to build the community infrastructure. The development community is not mature and has yet to complete infrastructure improvements to be funded by bond proceeds and bank loans.
3. **DEFINITIONS. TERMS. AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order.
  - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** Attachments A through C are herein made a part of this agreement:
  - 4.1. Attachment A – Reference Form
  - 4.2. Attachment B – City of Galveston, Texas Resolution to create Bayside at Waterman's PID
  - 4.3. Attachment C – Bayside at Waterman's PID Service and Assessment Plan
5. **CLARIFICATION:** Questions concerning this Request for Proposals shall be directed via electronic mail as follows:

Tifney Scott, Purchasing Supervisor  
E-mail address: [scotttif@cityofgalveston.org](mailto:scotttif@cityofgalveston.org)  
**\*\*The Subject Line should read: Credit Card Services**  
**Questions must be received by 5:00 PM January 2, 2015**

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

6.1. Respondents shall have experience with PID administration in the State of Texas.

7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- ☐ Proposed fees;
- ☐ Reputation of Respondent and of Respondent's services;
- ☐ Quality of the Respondent's services;
- ☐ The extent to which the services meet the City's needs;
- ☐ Respondent's past relationship with the City;
- ☐ Any relevant criteria specifically listed in the solicitation.

7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

Proposed Fee	<b>30 Points</b>
Respondent Response, Qualifications, and Experience	<b>40 Points</b>
References	<b>30 Points</b>

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include:

9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

- 9.1.1. Solicitation document, attachments and exhibits;
- 9.1.2. Solicitation addendums, if applicable;
- 9.1.3. City's Definitions, Terms and Conditions;
- 9.1.4. Successful Respondent's submission.

- 9.2. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
- 9.3. The City reserves the right to review the Respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
- 9.4. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 9.5. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
10. **PRICE INCREASE:** A price increase to the agreement shall not be permitted during the initial term.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement.
12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or



- 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

## **PART II**

1. **All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above.** A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage [www.cityofgalveston.org](http://www.cityofgalveston.org) Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at [www.cityofgalveston.org](http://www.cityofgalveston.org) for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **10:00AM, January 10, 2015** on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

**Mailing Address:**

City of Galveston  
Purchasing Department  
Attn: Tifney M. Scott  
P.O. Box 779  
Galveston, TX 77553

**Hand or Overnight Delivery:**

City of Galveston  
Purchasing Department  
Attn: Tifney M. Scott  
823 Rosenberg – Suite 306  
Galveston, TX 77553

- 3.1. Responses received after this time and date shall not be considered.

4. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:

- 4.1. Identify specific milestones, goals and strategies to meet objectives.

5. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

## PART III

### SPECIFICATIONS

The Administrator shall provide services to the City for the Bayside at Waterman's PID in accordance with this scope of services. The specific services to be provided by Administrator are described herein:

1. **SCOPE**: Administrative and management support services are those services associated with the annual determination of the special assessments to be collected from the property subject thereto; services shall include but not be limited to subdivision parcel research, special assessment levy research, preparation of the annual assessment and calculation of administrative costs, county tax office communication, tracking of delinquent assessment fees and required PID reporting.
2. **START DATE**: Successful Respondent shall begin work no later than March 1, 2015.
3. **ANNUAL SPECIAL ASSESSMENT DETERMINATION**: Each parcel shall be classified according to the Bayside at Waterman's PID Service and Assessment Plan. Upon identification of each parcel, successful Respondent shall:
  - 3.1. Verify ownership and ongoing conveyance dates;
  - 3.2. Develop and maintain a database for all relevant PID parcels to include all relevant property information;
  - 3.3. Identify PID expenses to include annual debt service and administrative expenses;
  - 3.4. Calculate and determine the Annual Assessment and the Special Assessment for each parcel. This task includes the following sub-tasks:
    - 3.4.1. Background Research - This task involves gathering and organizing the information required to form a database necessary to calculate and to allocate the Annual Installment and includes the following:
      - Subdivision Research: Identify parcel subdivisions and any other information relevant to the collection of the Annual Installments.
      - Assessor's Parcel Research: Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the Annual Installments and determine the assessed value of each parcel.
      - Ownership/Exempt Property Research: Research changes in ownership, dedication, and offers of dedication of property to public agencies and other exempt uses. Identify date property conveyed or offered to exempt entities.
      - Database Management: Prepare database to include all relevant property characteristics for the parcels in the District.

3.4.2. Calculate the Annual Installment to be collected - This task involves calculating the Annual Installment to be collected and includes the following sub-tasks:

- Preparation of Budget: Prepare a budget for the PID for the subsequent fiscal year.
- Calculate Other Funds Available: Calculate other funds available, such as reserve fund income, capitalized interest, and reserve fund income to be applied to the budget.
- Allocate Annual Assessment to the Assessed Lots: Allocate the Annual Installment to be collected to the Assessed Lots in the District on the basis of the Rate and Method of Apportionment of Special Assessments.
- Database Management: Prepare database to include all relevant property characteristics for the parcels in the District.

3.4.3. Determine Amendments to the Annual Assessment Roll - This task involves calculating the Annual Installment to be This task involves determining the amendments to the Annual Assessment Roll and making those amendments pursuant to the Rate and Method of Apportionment of Special Assessments.

3.4.4. Revising Assessment Plan - This task involves updating the assessment plan to explain the research, methodology, and assumptions utilized in preparation of the budget, the Annual Installment to the collected, the allocation of the Annual Installment to be collected from the Assessed Lots, and the amendments to the Annual Assessment Roll.

3.4.5. Support Services Related to Billing of Annual Installments - This task involves calculating the Annual Installment to be collected and includes the following sub-tasks:

- Present Findings to the City: The updated assessment plan prepared by the Administrator will be provided to the City for its approval.
- Provide Assessment Roll to County: The Administrator shall assist the City with its required notification to the County of the amount of the Annual Installments to be collected each year.
- Supplemental Billing: The Administrator shall assist the County or City with any supplemental billing that should be necessary.

3.5. Make allowance for operational needs accounting for anticipated delinquencies;

3.6. Prepare year end reconciliation to include any credits that can be applied;

- 3.7. Prepare and present a report of the Annual Assessment and Special Assessment to the City;
- 3.8. Work with and provide assistance to the County Tax Collector to levy the Annual Assessment and Special Assessment amounts if directed by City staff to do so.
4. **BOND FUND ADMINISTRATION:** Successful respondent shall work with PID trustee to review and reconcile the account statements for funds and accounts maintained by the Trustee. The accounts and transactions are checked for accuracy and consistency with the Indenture.
5. **HOMEOWNER ASSISTANCE/PUBLIC INFORMATION:** Successful Respondent shall maintain a landline phone and e-mail address for homeowner correspondence. Prompt, informative and friendly customer service shall be provided to homeowners that have questions about the PID and the associated assessment fees.
  - 5.1. This task involves timely response to telephone calls from property owners and other interested parties who have questions regarding the special assessments. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property subject to the special assessments. The Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the City or County to obtain information about the special assessments.
6. **DELINQUENCY MANAGEMENT:** Successful Respondent shall create a monthly report on delinquencies and penalties as outlined in the PID Service and Assessment Plan. Process shall be developed in cooperation with the City that provides for collection procedures, delinquent assessment and/or tax sales. These services are provided only if special assessments are levied and there are delinquencies in the payment of special assessments.
  - 6.1. Delinquent Special Assessment Report - After the end of the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the Annual Installment and the corresponding amount of delinquency, plus penalties.
  - 6.2. Delinquency Follow-up - After the end of the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the Annual Installment and the corresponding amount of delinquency, plus penalties.
7. **DISCLOSURE SERVICES:** Respondent shall prepare reports in support of the terms and conditions of the PID Service and Assessment Plan. Additionally, successful Respondent shall have an obligation to notify the City and any other relevant parties of any significant or material events that pertain to the administration of the PID.

- 7.1. Annual Report Preparation - The Administrator will prepare an annual report as required by the continuing disclosure agreements.
- 7.2. Developer Quarterly Reports - The Administrator will request from the developer the reports due each quarter and disseminate these reports pursuant to the developer disclosure agreement.
- 7.3. Significant Event Notices - Upon notification by any responsible party or if Administrator independently becomes aware of such knowledge, Administrator will prepare notices of material events, if material, covering the events enumerated in the disclosure agreements.
- 7.4. Dissemination - The Administrator will disseminate the annual reports, quarterly reports from the Developer, and notices of significant events to each of the nationally recognized municipal information repositories (NRMSIR) or to the Municipal Securities Rulemaking Board (MSRB), and the appropriate state information repository (SID) in a timely manner.  
The Administrator shall also disseminate information to bond holders requesting information as provided for in the continuing disclosure agreements. The Administrator shall periodically meet with the City Council to provide a status update and respond to questions from the City Council. The City Council serves as the PID Board.

8. **AUDITING SERVICES:** Respondent shall prepare reports in support of the terms and conditions of the PID Service and Assessment Plan. The Administrator will provide a general audit of PID transactions prior to its service as Administrator and report those findings to the City Council. Such audit shall include a review of transactions for any errors or any other noncompliance with applicable laws or procedures as established by the Service and Assessment Plan or other governing documents. The Administrator will provide a written audit report to the City.

9. **ARBITRAGE REBATE SERVICES:** Arbitrage rebate services encompass those activities associated with computing the rebate liability (if any) related to the (to be issued) City of Galveston, Texas, Bayside at Waterman's Public Improvement District, Special Assessment Revenue Bonds, Series 2014 Bonds. The computations will be prepared as described in Section 148 (f) (2) of the Internal Revenue Code of 1986, as amended. Administrator shall coordinate the arbitrage rebate requirements of the bonds, including the following:

- 9.1. Background Research - This task involves the review of documents, including the Indenture, non-arbitrage certificate, IRS form 8038-G, trustee fund/account statements, and prior rebate reports, and consultations with bond counsel or special counsel, as needed. The funds subject to arbitrage rebate and any available exceptions will be identified. The flow of funds in the accounts with the trustee will be identified as necessary to perform the arbitrage rebate calculations.
- 9.2. Calculation of Bond Yield - This task involves preparation of a debt service table and an independent calculation of the yield on each issue. The resulting yields are to be verified with those stated on the non-arbitrage certificates.

- 9.3. Calculation of Rebate Liability - This task involves computation of the allowable arbitrage earnings and comparison of the results to the actual investment earnings for each issue.
- 9.4. Preparation of Rebate Report - This task involves the preparation of a written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability for each issue. In addition to identifying any arbitrage liability, each report will contain a separate investment yield comparison and analysis for each fund. Standard features also include the following items as defined by U.S. Treasury Regulations:
- Explanation of calculation methodology
  - Overview of applicable rebate requirements and treasury regulations
  - Summary of all pertinent dates
  - Identification of major assumptions
  - Review of sources and uses of funds
  - Bond yield calculation
  - Investment yield by fund with comparison to bond yield
  - Rebate liability by fund
  - Aggregate liability for the issue
- 9.5. Rebate Liability Discharge - This task involves coordination of the filing of IRS Form 8038-T and providing instructions for installment payments as necessary.
- 9.6. Assistance with IRS Inquiries - This task involves providing assistance in the event of an IRS inquiry related to any PID bond issue and includes providing supporting documentation used to prepare the calculations and explanation of the calculations in a meeting with the IRS, if necessary.

## PART IV

### RESPONSE REQUIREMENTS

1. **SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (20) pages** in length (excluding title page, index/table of contents, work sample attachments (on CD) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

Sealed Responses/Proposals, prepared with **one original, and five (5) copies**. In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT,

DOC, and XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a CD may result in disqualification for award.**

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page – (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s), name of contact person and date.
- 1.2. Letter of Transmittal – (1 page) – Identify the services for which the solicitation has been prepared.
  - 1.2.1. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
  - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.
  - 1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the solicitation shall be clearly shown immediately below the signature.
- 1.3. Table of Contents – (1 page) – Clearly identify the materials by Tab and Page Number.
- 1.4. Firm Experience – Provide detailed information on the firm and proposed project staff.
  - 1.4.1. Respondent shall identify the Project Manager as well as the role of each individual team member. An organizational chart of the proposed project team shall be included.
  - 1.4.2. Using Attachment A, provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities that have utilized similar services from your organization, including the proposed Project Manager, within the last two (2) years. On a separate page, include a brief overview of the work performed with, at a minimum, a short description of the services provided, including total fee and methodology used for the projects. City references are not applicable. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.
- 1.5. Available Resources and Consultant Location(s) – Respondent shall provide information on size, resources and business history of the firm.
- 1.6. Fee Proposal – Respondent shall include two (2) annual "not to exceed" fee proposals to provide services as described herein.

- 1.6.1. Annual Fee Proposal #1 shall provide for services required to meet the scope of work detailed in the solicitation.
- 1.6.2. Annual Fee Proposal #2 shall allow for “free form” recommendations and best practice insight from Respondents to provide more or less service than is outlined. This proposed outline and fee structure shall be a result of the Respondent’s successful experience with Texas PID’s.

## **PART V**

### **CONFIDENTIALITY OF CONTENT**

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.