

**CITY OF LOCKHART, TEXAS  
RFP #2024-0422**



# Lockhart

The BBQ Capital of Texas

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

**PROPOSALS ISSUED:  
APRIL 22, 2024**

**RFP SUBMITTALS DUE:  
MAY 10, 2024**

**RFP #2024-0422**  
**Invitation for Proposals**  
**Public Improvement District (PID) Administration**  
**Consultant Services**  
**City of Lockhart, Texas**

The City of Lockhart is soliciting proposals from qualified individuals, firms or corporations to provide a range of management and administrative services for Public Improvement Districts related to master planned development(s) within the City of Lockhart, Texas.

A sealed copy of the bid proposal may be submitted by courier or hand delivered to Joseph Resendez, Assistant City Manager, City of Lockhart, 308 W San Antonio St., Lockhart, Texas 78644, or mailed to P.O. Box 239, Lockhart, Texas 78644. Mark envelope in the lower left corner "RFP No. 2024-0422; Public Improvement District (PID) Administration – Consultant Services," so the proposals will not be opened until the appointed hour. Proposals submitted must be received before proposal closing on May 10<sup>th</sup>, 2024, at 5:00 p.m. Faxed proposals will not be accepted.

**GENERAL CLAUSES AND CONDITIONS**

1. If you have questions regarding the preparation of your proposal or for technical questions, you may contact Joseph Resendez, Assistant City Manager at 512-398-3461 or email at: [jresendez@lockhart-tx.org](mailto:jresendez@lockhart-tx.org).
2. **Protection of Resident Workers:** The City of Lockhart actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
3. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
4. Mailed proposals must be **received as 1 (one) original and 3 (three) copies**, on this form, prior to the closing date and time to be considered. Mailed proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Lockhart will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
5. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not

be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.

6. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. The data is for informational purposes only and will not affect the bid proposal award.
7. A completed W-9 form will be required within five business days by the apparent most qualified proposer once notification has been received.
8. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
9. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with bid proposal.
10. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
11. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
12. The City of Lockhart reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.
13. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Lockhart or successful proposer.
14. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.
15. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.
16. The City is exempt from all sales and excise taxes.
17. The City of Lockhart reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.
18. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City and will not be

returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

19. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
20. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
21. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
22. Proposers must comply with the minimum insurance requirements of the City of Lockhart as appropriate to final contract terms. The minimum insurance requirements are noted in Attachment A.

## **SPECIAL PROVISIONS**

### **1. DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS**

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder/Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Bidder/Proposer is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder/Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder/Proposer, and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder/Proposer pursuant to any awarded contract.

The attached Conflict of Interest Questionnaire shall be submitted with the bid proposal submittal. It is the responsibility of the vendor to submit the form.

2. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
3. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
4. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
5. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.
6. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
7. All questions must be submitted via email by 12:00 p.m. on Friday, May 3<sup>rd</sup>, 2024, to Joseph Resendez, Assistant City Manager at [jresendez@lockhart-tx.org](mailto:jresendez@lockhart-tx.org) prior to proposal closing date.
8. The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City plans to meet the dates described below. If a component of the

schedule is delayed, it shall be anticipated that the remaining components will be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

<b>Event</b>	<b>Estimated Date</b>
Request for Proposals Published	Monday, April 22, 2024
Deadline for Proposal Submissions	Friday, May 10, 2024
Evaluation of Proposals	Monday, May 13, 2024
City Council Approval	Tuesday, May 21, 2024

9. Proposers shall submit a total of five (5) work references.
10. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

**Check List:**

- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors

## **DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION**

Chapter 176 is an ethics law that requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. The law defines a “vendor” as any person who enters or seeks to enter a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer’s family member would include the officer’s spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

1. An employment or other business relationship with an officer or an officer’s family member that results in that person receiving taxable income that it more than \$2,500 in the preceding twelve months; or
2. Has given an officer or an officer’s family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1. The date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or
2. The date the vendor becomes aware of a relationship or gives a gift to an officer or officer’s family member.

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Lag., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

4. Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Oves  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Oves  No

C. Is the filer of this questionnaire employed, by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Oves  No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007



**Non-Exclusion Affidavit for General Contractors**

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the “System for Award Management” (SAM) at [www.sam.gov](http://www.sam.gov). One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, \_\_\_\_\_(Contractor Representative), hereby certify that neither I nor \_\_\_\_\_(Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Lockhart staff will perform a search on [www.sam.gov](http://www.sam.gov) to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_(Insert State Name)

## PROPOSAL EVALUATION

RFP shall be awarded to the best-value proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful proposer. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

### ***Sealed Proposal Submission***

Proposals shall be sealed and clearly marked with the Proposer's name and return address and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Proposals received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to be fully informed as to the general terms and conditions, requirements and specification of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposer's own risk.

### **CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:**

- |   |     |
|---|-----|
| 1. Demonstrate the ability to provide the scope of services | 40% |
| 2. Experience and references                                | 35% |
| 3. Proposed fees  | 25% |

Negotiations may be conducted with responsible proposers who submit proposals determined to be acceptable of being selected for award. **All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.** Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

## ***PROPOSAL INFORMATION***

### **RFP for Public Improvement District (PID) Administration – Consultant Services**

The City is looking for a consulting firm to provide PID Administration Services for Public Improvement Districts related to master planned development(s) within Lockhart.

#### **Background**

The City of Lockhart was founded in 1826 and officially incorporated as a city in 1852. Located in central Texas, Lockhart is 30 miles south of downtown Austin on U.S. Highway 183. It is 70 miles northeast of San Antonio and 156 miles west of Houston. According to the most recent U.S. Census Bureau reporting, the estimated population of the City of Lockhart is 14,985, and serves as the county seat of Caldwell County, Texas.

The City provides a full range of municipal government services including police and fire protection; crime prevention, enforcement, and adjudication; electric services; water production and distribution; wastewater collection and treatment; solid waste collection, curbside recycling and disposal; city code enforcement and building inspection; maintenance of streets; maintenance of park land and recreational facilities; library services; cemetery; airport; and economic development.

Lockhart is a Home Rule Charter City and operates under the Council-Manager form of government. Lockhart is served by a seven-person city council. The elected body is made up of the mayor and two council members that are elected at large. The remaining four council members are elected from single-member districts. The length of office for all Council members and the Mayor are three-year terms. The City Council appoints the City Manager, the City Attorney, and the Municipal Court Judge. All other staff members work either directly or indirectly under the direction of the City Manager.

For additional information on the City please review the City's Financial Reports on our website at [City of Lockhart, TX \(lockhart-tx.org\)](http://City of Lockhart, TX (lockhart-tx.org)).

## **Scope of Work**

The PID Administrator shall provide services to the City for PIDs in accordance with the scope of services provided herein.

**Each proposal must include the following components:** Organizational Profile, Proposed Services for PID Administration, Proposed Fees for Services and References. Each component shall include the information requested below.

### ***Organizational Profile***

1. Company name, address and contact information
2. Federal Identification Number
3. Overview of firm
4. Individuals assigned to manage and execute the engagement (location and resources)
5. Experience with PIDs in Texas (and nationwide, as applicable)
6. Experience with first time PID debt issuers such as the City (education, assistance with setting up processes, procedures, etc.)
7. Experience with Texas counties and other tax collectors as it relates to collection of PID assessments
8. Examples of policies, procedures, processes and reports for City PIDs (capital and maintenance PIDs)
9. Examples of policies, procedures, processes and reports for SEC reporting
10. Any other useful information

If company is a partnership, state the name and address of all general and limited partners associated with the office responding to the RFP.

### ***Proposed Services for PID Administration***

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES/TIRZ SUPPORT SERVICES

#### District Due Diligence and Preparation of PID Plan of Finance

1. Consultant will review project information and prepare a plan of finance for the proposed transaction, including:
  - a. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives of its PID Policy and Project requirements.
  - b. Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks.
  - c. Bond sizing and bond phasing by improvement area,
  - d. Sources and uses of funds by improvement area,
  - e. Debt service schedules, and;
  - f. Assessment allocation and associated estimated annual installment by lot/property type for each improvement area.

#### Bond Issuance Support

1. Consultant will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. Consultant will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

### Participation in Presentations to City Council or other Public Forums

1. Consultant will prepare and present information as requested to the City Council or any other public forum.

### BASIC DISTRICT ADMINISTRATION SERVICES

#### Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owner's associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

#### Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

#### Provide Public Information Request Support

1. If requested, Consultant will respond to any calls and or emails relating to the District. Consultant will only provide technical answers relating to the annual assessments or the District generally.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, Consultant will review and provide a written response to the City. If a calculation error occurred, Consultant will take corrective action as required to correct the error.

#### Delinquency Management

1. After the end of the annual assessment installment collection period, Consultant will prepare a delinquent special assessment report, which details the delinquent parcels and the amount of delinquency.
2. Consultant will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

## ADDITIONAL DISTRICT ADMINISTRATION SERVICES

### Continuing Disclosure Services

1. Consultant will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. Consultant will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement.
3. Upon notification by any responsible party or if Consultant independently becomes aware of such knowledge, Consultant will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. Consultant will coordinate with the Trustee to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

### Developer Payment Request Administration

1. Consultant will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. Consultant will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. Consultant will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. Consultant will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

### Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. Consultant will update the Service and Assessment Plan to comply with Bond documents.
2. Consultant will prepare an updated Assessment Roll including the future Improvement Area
3. Consultant will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. Consultant will prepare any additional reports or analyses as needed to successfully issue the Bonds.

## CONSULTANT SERVICES RELATED TO TIRZ SERVICES

The Consultant shall have the following duties with respect to the City's Tax Increment Reinvestment Zone ("TIRZ"):

1. Advise and assist the corporate authorities in the coordination of economic development programs, policies and activities;
2. Serve as the primary liaison between the City Council and the TIRZ Board;
3. Provide staff assistance to the TIRZ Board;
4. Provide assistance to parties using the TIRZ to buy down the assessment costs of the PID;
5. Assist in the negotiation of TIRZ Finance Plan on behalf of the City;
6. Monitor the implementation of TIRZ projects and agreements;
7. Prepare the annual budget of the TIRZ;
8. Prepare the annual report of the TIRZ as required by statute;
9. Provide advice as needed to the corporate authorities on related financial matters, including but not limited to property tax levies, bonded indebtedness, utility rates, investment of funds, and budgeting.

**Proposed Fees for Services**

Please provide proposed fees for complete services as described in the Scope of Work section for a one-year term. Proposed fees should be provided on an Excel spreadsheet with the following format:

Service	Price	Unit	Frequency*	Additional Info

\*Frequency = One-time, Annual, Monthly, etc.

Proposers may also provide a separate “free form” recommendation on the fee structure that offers more or less service than outlined above. This proposal may be the result of the Proposer’s successful experience with other Texas PIDs.

**References**

Include five (5) work references with the following information: name of client, address, phone numbers/emails, dates of contract period, description of services provided and contract amounts.

**Questions**

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via fax or e-mail to Joseph Resendez, Assistant City Manager, before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

**TERMINATION FOR DEFAULT**

The City of Lockhart reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the **contract** immediately in the event the successful proposer fails to:

- meet delivery or completion schedules
- otherwise perform in accordance with the accepted proposal and contract

Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

**NON-PERFORMANCE CONDITION**

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor’s expense.

## **NOTICE**

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of the contract, which the successful Proposer will be required to execute.



**CONTRACT FOR PURCHASE  
OF GOODS AND/OR SERVICES**

THIS CONTRACT is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Lockhart, Texas, a Municipal corporation located in Caldwell County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Steve Lewis and

located at \_\_\_\_\_,  
hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

**RFP NO. 2024-0422 PUBLIC IMPROVEMENT DISTRICT (PID) ADMINISTRATION -  
CONSULTANT SERVICES**

for the bid sum of \_\_\_\_\_ **dollars and \_\_\_\_\_ cents (\$00.00)**, paid in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement or Contract, provisions of this Contract including General Clauses and Conditions, Special and all other Provisions, Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

#### IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered; modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

#### V. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty-(30) day's written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving seven-(7) day's prior written notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

#### VI. TERM

The term of this Contract shall be an initial term of one-(1) year beginning on the \_\_\_\_ day of \_\_\_\_\_, 2024, and ending on the \_\_\_\_ day of \_\_\_\_\_, 2025 unless terminated by either party under the terms set forth herein. This Contract shall automatically be renewed, without need for formal action, for two one-year terms beginning on the same day of the initial term, unless earlier terminated as provided in the contract documents.

#### VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Caldwell County, Texas.

#### VIII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from COMPANY'S work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

#### IX. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

#### X. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to: City Manager, City of Lockhart, P.O. Box 826, 101 E. Main St., Lockhart, Texas 75126. Mailed notices shall be deemed to have been received three-(3) days after mailing.

**IN WITNESS WHEREOF**, CITY and COMPANY have executed this Contract in **three (3) counterparts**, each of which shall be deemed an original, the day and year first written above.

*[Signature page to follow]*

CITY OF LOCKHART

COMPANY

\_\_\_\_\_  
Steve Lewis, City Manager

\_\_\_\_\_  
Signature

ATTEST:

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

\_\_\_\_\_  
Julie Bowermon, City Secretary

Acknowledgment

State of Texas, County of Caldwell: Before me the undersigned authority on this day personally appeared \_\_\_\_\_, known to be the person whose name is subscribed to the foregoing document and known to me to be the \_\_\_\_\_ (title) of \_\_\_\_\_

(company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Notary Public in and for the State of Texas

## ATTACHMENT A

### City of Lockhart – Minimum Insurance Requirements

#### **LOCKHART \$50,000+**

##### CITY OF LOCKHART REQUIREMENTS:

- Comprehensive General Liability and Bodily Injury & Property Damage with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Auto Liability with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate.
- Certificate must include a statement listing **\*\*The City of Lockhart, Texas\*\*** as additional insured on the General Liability and Auto coverages. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- Workers Compensation providing statutory coverage limits.
- Certificate must include a statement providing a Waiver of Subrogation on the Workers Compensation, Employers Liability as well as the General Liability coverage. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.