



**City of Dickinson, Texas
Request for Proposals (RFP)
RFP #2602
Public Improvement District (PID) Administration
Consultant Services**

The City of Dickinson, Texas (the “City”), is now accepting sealed proposals for a Public Improvement District (PID) administration consultant service. Sealed proposals must be received by 2 P.M. CST, Wednesday, April 29, 2026. The clock located at the reception desk in City Hall will be the official time. Proposals received after this deadline will not be opened and will be considered void and unacceptable.

Immediately following the due date and time, proposals that have been timely received will be publicly opened, in a manner that does not reveal their contents, in the lobby of City Hall, 4403 State Highway 3, Dickinson TX 77539. The contents of all proposals will remain confidential until after a contract has been awarded by City Council.

The deadline for questions concerning this RFP is April 15, 2026, at 5:30p.m. The addendum deadline is April 22, 2026, at 5:30p.m.

The RFP packet may be obtained from the City's website at:
<https://www.dickinsontexas.gov/bids.aspx>

Contact: Sarah Clark at SClark@dickinsontexas.gov for all RFP inquiries and questions.

First Publication: April 1, 2026

Second Publication: April 8, 2026

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Request for Proposals #2602
Public Improvement District (PID) Administration Consulting Services

I. Introduction

The City of Dickinson is soliciting proposals from qualified individuals, firms or corporations to provide a range of management and administrative services for Public Improvement Districts located within the City of Dickinson, Texas. It is the City's intention to make a single award to satisfy all services listed in the Scope of Work, but the City does reserve the right to make multiple award(s) to satisfy all services outlined in this RFP.

A. Clarification and Interpretation of RFP

1. The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

B. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the proposer's products and services as they compare to the other providers and as they pertain to the needs of the organization.

C. Confidential or Proprietary Information

Throughout the process of evaluating proposals and negotiating a contract, all information contained in proposals shall be kept confidential. Upon Council award of a contract or a rejection of all proposals, contracting information, as defined by Texas Government Code 552 and in this document, shall be open for public inspection. This includes successful and unsuccessful proposals. Exceptions may be made if releasing the information would harm City interests by providing an advantage to a competitor or bidder in a future competitive situation, or if information requested contains trade secrets, or proprietary information.

Any information that the potential vendor or Proposer believes may be considered proprietary, confidential or a trade secret should be clearly stamped with the term CONFIDENTIAL on that part of the proposal. All proposals and parts of proposals which are not marked as confidential will be automatically considered public information after the contract is awarded. If the vendor, contractor, potential vendor, or potential Proposer wishes to claim that information is proprietary, they must demonstrate based on specific factual evidence that disclosing the information would reveal an individual approach to work, organizational structure, staffing, internal operations, processes, or discounts, pricing methodology, cost data or other pricing information that will be used in future solicitation or bid documents; or give advantage to a competitor.

In the event that information contained in those sections marked confidential are included in a Public Information Request, the City will decline to release the information for the purpose of requesting an Attorney General decision. The City will make a good faith effort to contact the vendor, so they may submit in writing to the attorney general the reasons why the information should be withheld or released. If the vendor cannot be contacted, the information may be released without further review. The process to be followed upon receipt of the request for information that potentially contains trade secrets, or proprietary or confidential information will be as follows:

1. City will make a good faith effort to notify the vendor in writing that the information has been requested within a reasonable time, but no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) with the information should be withheld and a letter, memorandum, or brief in support of that reason.
2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum or brief contacts the substance of the information requested, the copy sent may be a redacted copy.
3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or propriety information as defined in Texas Government code 552. The decision shall be rendered no later than the 45th business day after the date the attorney general received the request for a decision.

Contracting Information - information in a voucher or contract relating to the receipt of expenditure of public funds; solicitations or bid documents; communications sent between the City and a vendor, contractor, potential vendor or potential Proposer during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each vendor; and communications and other information sent between City and a vendor or Proposer related to the performance of a final contract with City or work performed on behalf of City.

Trade Secrets - all forms and types of information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

D. Background Information

Dickinson is a home-rule, incorporated city with an estimated population of 22,000 for all city related business in calendar year 2025. The city encompasses approximately 10 square miles and lies in northern Galveston County halfway between Houston and Galveston. The City is governed by a Council/Manager form of government, with the City Council comprised of the Mayor and six Council Members. The City Manager is responsible for all functions of city

government. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.

II. Instructions to Proposers

A. General

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration. The City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time specified.

1. At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Dickinson.

Proposers can attend in person at the address below:

**City Hall
4403 State Highway 3
Dickinson, TX 77539**

Receipt of Proposals and Opening Sign-In Sheet will be uploaded to the City Website within 48 hours after proposal opening.

2. The City of Dickinson requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the proposal format described. The intent of the proposal format requirements is to expedite the review and evaluation. It is not the intent to constrain Vendors regarding content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 25 pages, excluding cover page, resumes, sample documents and attached forms. All proposal documents must be on standard 8-1/2" x 11" vertically oriented pages. Plans or drawings may be submitted landscape on 8-1/2" x 11" pages. Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12-point font. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Preferred binding is paper clip, binder clip or three-ring binder. The package must be in the order of the requested submission packet requirements. The submittal must be written in pen or typed, signatures must be in pen (preferably blue), and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the Proposal.

B. Proposal Submission

The City will receive proposals via hard copy only.

1. Delivery or Mail - Hard Copies

Hard copy proposals can be submitted with one (1) copy marked "original" and two (2) copies marked "copy", properly labeled and clearly marked with the RFP number and description. Hard copies should be delivered to:

City of Dickinson
Attn: Finance Department
4403 State Highway 3
Dickinson, TX 77539

Hours of Operation: Monday- Thursday 7:30 am to 5:30 pm, Friday: 7:30 am to 12:00 pm

Proposals sent via courier must be sealed in a separate envelope inside of the mailer.

Mark envelope/package: RFP#2602 PID Administration Consultant

Proposer's Submission Package

Proposer's submission package shall consist of:

1. Completed Proposal Cover Sheet
2. Tab A – References and Experience
 - Company Description and History
 - Prior Comparable experience
 - Texas Clients-Past 5 years
 - Provide at least five (5) references including: Agency name, Contact name, Phone number, Email and Contract Dates.
3. Tab B – Project Methodology
 - Service Delivery Without Disruption. Describe Work approach and Coordination
 - Customer Service Approach (Response times, complaint handling procedure)
 - Maintenance Plan (Ongoing monitoring and compliance strategy)
 - Staffing Plan (Project team structure and qualifications)
4. Tab C – Technical Capabilities
 - Hardware/Software (describe systems used and compatibility)
 - Data Processing Capabilities (Analytics and reporting functionality)
 - Scalability and Performance History (ability to handle large datasets and long-term service)
5. Tab D – Pricing and Fees (Utilize Cost Sheet in Attachment A)
 - Rates and Fees (All rates must be listed on the Proposal Cost Sheet. Fees shall Remain firm for the original term)
 - Application of Fees
 - Alternate Compensation Methods (describe any alternative models)
 - Special Services (lit additional services and associated fees)
6. Tab E – Forms (Attachment A)
 - o Public Information Act
 - o Conflict of Interest Questionnaire (Form CIQ), if applicable
 - o HB 89 Verification Form

- o Optional: Brochures and/or Pictures

C. Proposal Timeline

The Proposer selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Timely proposals opened: 2:10 P.M. Wednesday, April 29, 2026

Anticipated contract award: Tuesday, May 12, 2026

III. Criteria for Evaluation in order of Importance:

- | | |
|---|-----|
| 1. Proposed Fees | 40% |
| 2. Experience and references | 20% |
| 3. Demonstrate the ability to provide the scope of services | 20% |
| 4. Transition and Onboarding Plan | 20% |

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.

IV. Scope of Work

The City is looking for a consulting firm to provide management and administration services for three (3) existing Public Improvement Districts (PIDs) within the City of Dickinson. The three PIDs were previously created to support the construction and certain maintenance costs of three separate residential subdivisions. In 2007, the City approved the creation of the Bayou Lakes Public Improvement District No. 2 (PID #2). In 2017 the City approved the creation of Bayou Maison Public Improvement District No. 3 (PID #3), and more recently in 2018 Bayou Bend Estates Public Improvement District No. 4 (PID #4) was created. These three PIDs were established to fund the development and construction of certain improvements including water, sewer, drainage, and roadway facilities. PID 2 assessments were levied by Council action in 2012, PID 3 assessments were levied by Council in 2018, and PID 4 assessments were levied by Council in 2021. No PID bonds were authorized to finance the improvements or reimburse the developers, but as assessments are collected the funds are used to reimburse the developer of the residential subdivision according to each of the Service and Assessment plans.

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, Transition and Onboarding plan, 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 related to collection of PID assessments.
8. Examples of policies, procedures, processes and reports for City PIDs (capital and maintenance of PIDs)
9. Examples of policies, procedures, processes and reports for SEC reporting
10. Any other useful information

If your 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

Administrative and management support 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, city and county tax office communication, tracking of delinquent assessment fees and all required PID reporting.

Transition and Onboarding Plan

The Proposer shall provide a detailed Transition and Onboarding Plan describing the approach, timeline, and resources required to assume administrative responsibilities for the City’s three existing Public Improvement Districts (PIDs). The plan should outline the steps the Proposer will take to ensure a smooth, orderly, and timely transfer of all PID management duties with minimal disruption to ongoing operations.

At a minimum, the plan shall address:

- a. Review and transfer of all current PID documents, financials, contracts, and historical records
- b. Coordination with City staff
- c. Establishment of communication protocols with PID Boards, property owners and stakeholders
- d. Data migration, reporting processes, and system integration
- e. Identification of potential risks and mitigation strategies
- f. A proposed transition timeline showing key milestones and completion dates

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. Sources and uses of funds by improvement area, and;
 - d. Assessment allocation and associated estimated annual installment by lot/property type for each improvement area.
2. Participation in Presentations to City Council or other Public Forums
 - a. 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 owners' 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 assessments for each parcel and verify the sum of annual installments for all parcels in the District to verify the assessments are 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 the City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

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.

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 improvements were built to the standards of the accepting governing body.
4. Consultants will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Proposed Fees for Services

Please provide proposed fees for completed 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 the 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 the RFP upon request. All questions or clarifications shall only be directed in writing via email to Sarah Clark, City of Dickinson Finance Director, 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 Dickinson 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.

V. Procedure and Conditions

A. General

This is a negotiated proposal, and as such, the award will not necessarily be made to the proposer submitting the lowest priced proposal. The contract will be awarded to the proposer who provides goods or services at the best value for the City. The City of Dickinson reserves the right to negotiate the best responsive proposals satisfying the City's requirements, waive any informalities, waive the requirements set forth in Section 1550.052 or 1550.053 (2) of the Texas Insurance Code, and reject any and all proposals.

The City, acting through the City Manager or their designee, reserves the right to deviate from the terms, conditions, or requirements of this RFP when, in their sole discretion, such deviation is deemed to be in the best interest of the City. Proposers acknowledge and accept that the City's authority includes discretion to determine the applicability of any deviations on a case-by-case basis and that such decisions are final and non-appealable. By submitting a proposal, proposers agree to the terms of this reservation of rights and waive any claim against the City, its officials, or employees for the exercise of such discretion.

If there is an award made, there will be a written contract setting forth the mutual agreement of the parties. The terms, conditions, and/or requirements for the contract are to be evidenced in this RFP and incorporated into the City's standard agreement. A copy of the City's standard agreement, including its terms, is included in this RFP.

B. Procedure

Multiple Contractors: The City reserves the right to make a single award or multiple awards, whichever is in the best interest of the City.

Documentation: Proposers shall provide with this response all documentation required by this Request for Proposal (RFP). Failure to provide this information may result in rejection of proposal.

Quantities: The quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

Tax Exemption: The City is not liable to proposers for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the proposer.

Discussions: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the

acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

Evaluation Process: It is the City's intent to enter into a contract with the proposer that offers the "best value" for the desired project. After receipt of the proposals, City of Dickinson will evaluate the proposals based upon the evaluation criteria set forth in the RFP. The City has, at its sole discretion, the ability to negotiate with the proposer, determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the proposers deemed to be in the competitive range for award. If discussions are held, proposers identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO.

After consideration of all BAFO responses, the City will select the top-ranked proposer, and the parties will enter into contract negotiations. In the event the City and the top ranked proposer's contract negotiations fail, and the parties are unable to come to mutually agreed terms, the City reserves the right to move on to the next top ranked proposer and enter into contract negotiations with said next top ranked proposer.

Cost to Submit: The City of Dickinson will not be liable for any costs incurred by any proposer in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

Insurance Requirements*: Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth in the contract with companies satisfactory to the City with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the contract shall be delivered to the City within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

**See Attachment A*

Addenda: Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website. Proposers shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

Late Proposals: Proposals received by the City after the submission deadline will be considered void and unacceptable. The City of Dickinson is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time using the clock at the Reception desk at City Hall, 4403 State Highway 3, Dickinson, Texas, 77539, shall be the official time of receipt recorded by the Finance department.

Altering Proposals: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposer, guaranteeing authenticity.

Award: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the

City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

Payment Provisions: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

Contractual Limitation Period: Any provision of the contract that establishes a period of limitations that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

Conflict of Interest: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

Ethics: The proposer shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Dickinson. More than one proposal on any one contract from a proposer or individual under different names shall be grounds for rejection of all proposals in which the proposer or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between proposers. Proposers must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Dickinson, including affiliations and business and financial relationships such persons may have with City of Dickinson officers. By doing business or seeking to do business with the City of Dickinson, including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

Purchase Order: City of Dickinson may generate a purchase order to the successful proposer. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Dickinson will not be responsible for any orders placed and/or delivered without a valid purchase order number.

Delivery: Any delivery and freight charges (FOB City of Dickinson designated location) are to be included in the proposal price.

Invoices: Invoices must be itemized, and purchase order number must be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect,

will be returned to the proposer for correction. Invoices submitted for payment shall be e-mailed to: City of Dickinson, Accounts Payable at, Finance@dickinsontexas.gov. Invoices can be mailed to Attn: Accounts Payable to the address: 4403 Hwy 3, Dickinson, TX 77539.

Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

Interlocal Agreement: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful proposer(s) agrees to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Dickinson.

Contingencies: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

Certificate of interested parties: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://prd.tecprd.ethicsefile.com/TECCertint/pages/login/certLogin.jsf>

Renewals: Renewal options executed under this RFP may occur only if a renewal option is expressly referenced in this RFP and upon the execution of a new written agreement by both parties. A renewal is intended to serve as an extension of the original agreement, under the same or substantially similar terms. The inclusion of a renewal option in this RFP shall not be construed as a commitment or obligation by either party to enter into a renewal. As such, the City retains the right, in its sole discretion, to accept or reject any proposed renewal or associated renewal terms or associated renewal terms.

Attachment A

City of Dickinson-Minimum Insurance Requirements

City of Dickinson \$50,000 & under Professional Services

REQUIREMENTS:

- General Liability 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.
- Professional Liability/Errors and Omissions coverage with minimum limits of \$500,000 per Occurrence and \$500,000 Aggregate Annually.
- Auto Liability with minimum limits of \$500,000 Combined Single Limit.
- Certificate must include a statement listing ****The City of Dickinson, 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.
- Certificates must provide for at least 30 days' notice of cancellation and bear an authorized signature.
- All deductibles and self-insured retentions must be noted on the certificate.
- Claims-Made policies are only acceptable for the ****Professional Liability policy****.
- Declarations or copies of policies are not acceptable. A certificate of insurance must be provided.
- All coverages must be afforded by a carrier that is licensed to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.

City of Dickinson \$50,000+ Professional Services

REQUIREMENTS:

- General Liability with minimum limits of \$1,000,000 per Occurrence, \$2,000,000 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.
- Professional Liability/Errors and Omissions coverage with minimum limits of \$1,000,000 per Occurrence and \$1,000,000 Aggregate annually.
- Auto Liability with minimum limits of \$500,000 Combined Single Limit.
- Certificate must include a statement listing ****The City of Dickinson, 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.
- Certificates must provide for at least 30 days' notice of cancellation and bear an authorized signature.
- All deductibles and self-insured retentions must be noted on the certificate.
- Claims-Made policies are only acceptable for the ****Professional Liability policy****.
- Declarations or copies of policies are not acceptable; a certificate of insurance must be provided.
- All coverages must be afforded by a carrier that is licensed to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rate of VII or better.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Name of signatory

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

TEXAS PUBLIC INFORMATION ACT INFORMATION REQUEST FORM

For guidance regarding your rights as a requestor and the public information procedures adopted by this governmental body, you may review the governmental body's notice required under section 552.205 of the Government Code. You can find additional Public Information Act resources on the Office of the Attorney General's website at <http://www.texasattorneygeneral.gov/open-government>.

Requestor Contact Information

First Name: _____ Last Name: _____
Company/Organization: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
E-mail Address: _____ Phone Number: _____
Preferred Manner of Written Communication: _____

Description of the Information Requested

(Note: Describe the information as precisely as you can.)

Date Range (optional): From: _____ to: _____

Under the Public Information Act, some categories of information do not have to be released. Exceptions to disclosure fall into two general categories: 1) mandatory exceptions that make information confidential and require a governmental body to withhold information, and 2) discretionary exceptions that allow but do not require a governmental body to withhold information. You may find information about mandatory and discretionary exceptions [HERE](#).

In most instances, a governmental body is required to request a decision from the Attorney General in order to withhold information from a requestor. However, a requestor may permit a governmental body to redact information without requesting an Attorney General decision. You are not required to agree to the redaction of any information responsive to your request, but doing so may streamline the handling of your request. If you agree to redactions in this request, then you may request the redacted information in a future information request.

- Do you agree to the redaction of information that is subject to mandatory exceptions, provided such redactions are clearly labeled on the information you received?
- Do you agree to the redaction of information that is subject to discretionary exceptions, provided such redactions are clearly labeled on the information you receive?

INFORMATION PREFERENCES:

- How would you like to have the information provided?
- If available, do you wish to receive an electronic copy of the information?

Please Note: If the information requested is unclear or if a large amount of information is requested you may be contacted to discuss clarifying or narrowing your request. There may be charges associated with production of the requested information. You may find more information regarding the charges under the Public Information Act [HERE](#).

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date