

**REQUEST FOR PROPOSAL  
ADDENDUM  
CITY OF CORPUS CHRISTI  
PURCHASING DIVISION**

**Request for Proposal No.: Event 108**

**Addendum No.: 1**

**April 28, 2016**

Prospective Proposers are hereby notified of the following modifications to Request for Proposal No. Event 108. All terms, conditions and specifications of the original Request for Proposal not in conflict with this addendum remain unchanged and continue in full force and effect.

**I.**

The Schedule of Events are revised as follows:

**1.2 Schedule**

<b>Date</b>	<b>Activity</b>
April 11, 2016	Request for Proposal issued
April 21, 2016	Requests for Clarification from Proposers are due
<del>April 28, 2016</del> May 5, 2016	Responses to Requests for Clarification will be posted via Addendum in the City's Supplier Portal
<del>May 9, 2016</del> May 23, 2016	<b>DUE DATE FOR PROPOSALS: Proposals due before 12:00 p.m.</b>
<del>Week of June 13, 2016</del> Week of June 20, 2016	Finalists interviewed (tentative)
<del>Week of June 20, 2016</del> Week of June 27, 2016	Recommended/selected (tentative)
July, 2016	Projected Date Award of Contract (tentative)

**"ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED"**

Lydia Juarez  
Procurement Officer

**REQUEST FOR PROPOSAL  
ADDENDUM  
CITY OF CORPUS CHRISTI  
PURCHASING DIVISION**

**Request for Proposal No.: Event 108**

**Addendum No.: 2**

**May 5, 2016**

Proposers must acknowledge the receipt of this Addendum in its PROPOSAL. Failure of the Proposer to acknowledge this Addendum may result in City's rejection for the Proposal for non-responsiveness.

**REQUEST FOR CLARIFICATION:**

The following proposers' questions and the City's corresponding responses thereto:

**REQUEST FOR CLARIFICATION No.1:**

**RFC 1:** "Will the City be able to provide a current land use database that includes gross floor area for all existing buildings?"

**Response 1:** Yes, in the form of a Shapefile, which can be opened with ArcMap.

**REQUEST FOR CLARIFICATION No.2:**

**RFC 2:** "What parking inventory information exists (on-street, off-street public, off-street- private) and to what level of detail (regulations, rates, rates, etc.)?"

**Response 2:** The City of Corpus Christi inventory is designed for on-street public parking with about 1100 meters located in in the downtown and uptown areas. The city also has two lots maintained by three pay stations that covers 125 private spaces and 87 off-street spaces.

**REQUEST FOR CLARIFICATION No.3:**

**RFC 3:** "If parking inventory information exists, is it in GIS"

**Response 3:** It is not under the Geographic Information Systems.

**REQUEST FOR CLARIFICATION No.4:**

**RFC 4:** "What software or database is used for the city's current Parking Management System (as referenced in Task2)?"

**Response 4:** The City of Corpus Christi Parking Control uses Parking Enterprise Management System (PEMS) through CivicSmart's Parking Enterprise Management System™ Software.

**REQUEST FOR CLARIFICATION No.5:**

**RFC 5:** "Is there a budget range for this project?"

**Response 5:** Yes

**REQUEST FOR CLARIFICATION No.6:**

**RFC 6:** "Does this contract require audited rates?"

**Response 6:** Proposers are to submit pricing that covers the entire Scope of Work including each task.

**REQUEST FOR CLARIFICATION No.7:**

**RFC 7:** Do rates need to be based on raw direct pay rate times overhead?

**Response 7:** Proposers are to submit pricing that covers the entire Scope of Work including each task.

**REQUEST FOR CLARIFICATION No.8:**

**RFC 8:** Can profit be applied to rate inclusive of overhead?

**Response 8:** Proposers are to submit pricing that covers the entire Scope of Work including each task.

**REQUEST FOR CLARIFICATION No.9:**

**RFC 9:** "Please make the following change to Section 5. on page 16 of the RFP."

5. Insurance. Before activities can begin under this Agreement, the Contractor's insurance company, or companies, must deliver a Certificate of Insurance, as proof of the required insurance coverages, to the Contract Administrator and City's Risk Manager. Additionally, the Contract Administrator and Risk Manager must be given at least 30 days' advance notice, by certified mail, of cancellation, ~~material change in the coverages or intent not to renew any of the policies.~~ The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's reasonable written request.

**Response 9:** The City is not able to change this requirement. Either the insurance carrier or the Contractor is required to provide notice of cancellation, material change in the coverages or intent not to renew.

**REQUEST FOR CLARIFICATION No.10:**

**RFC 10:** "Please make the following change to Section 9. on page 17 of the RFP."

9. Compliance with Laws. This Agreement is subject to all applicable federal, state and local laws. ~~All duties of the parties will be performed in the City of Corpus Christi, Texas.~~ The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

**Response 10:** "This change is acceptable." (See attachment 2 – Sample Contract Revised 5.5.16)

**REQUEST FOR CLARIFICATION No.11:**

**RFC 11:** "Please make the following change to Section 12. on page 17 of the RFP."

12. Termination. The City Manager may terminate this Agreement for Contractor's failure to perform the Services specified in Exhibit A. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter. Alternatively, the City Manager may terminate this Agreement without cause upon 20 days' written notice to the Contractor. *Contractor will be compensated for services performed in accordance with this Agreement prior to any such termination.* However, the City may terminate this Agreement upon three days' written notice to the Contractor for Contractor's failure to pay or provide proof of payment of taxes, as set out in this Agreement.

**Response 11:** The City can add the following language in place of the suggested language: "In the event of termination, the Contractor will be compensated for its services on all stages authorized based upon Contractor and City's estimate of the proportion of the total services

actually completed at the time of termination. (See attachment 2 – Sample Contract Revised 5.5.16)

**REQUEST FOR CLARIFICATION No.12:**

**RFC 12:** "Please make the following changes to Section 16. on page 18 of the RFP."

16. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF PERSONAL INJURIES, INCLUDING THOSE RESULTING IN WORKERS' COMPENSATION CLAIMS OR DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF LOSS OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR ~~IN CONNECTION WITH THIS AGREEMENT OR THE~~ NEGLIGENCE PERFORMANCE OF THIS AGREEMENT AND REGARDLESS OF WHETHER THE INJURIES, DEATH, LOSS, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL NOTICES, CLAIMS, AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

**Response 12:** The City is providing updated Indemnity language: **"Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees or other entity, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to**

any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnatee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement." (See attachment 2 – Sample Contract Revised 5.5.16)

**REQUEST FOR CLARIFICATION No.13:**

**RFC13:** Please make the following addition to the sample agreement on page 18 of the RFP.

**17. Payment.** Contractor will submit monthly invoices for payment based on a percentage of the services completed. City will pay all approved invoices within thirty (30) days.

**Response 13: Compensation and Payment.** The total amount to be paid under this agreement shall not exceed \$XX. Fees will be paid after the completion of each task deliverable based on the percent shown for each task outlined in the "Attachment Fee schedule" attached and incorporated by Reference in this Agreement. Contractor shall submit invoices for all services rendered in accordance with this agreement. Payment will be made to Contractor within (30) days of receipt of proper invoice. (See attachment 2 – Sample Contract Revised 5.5.16)

**"ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED"**

  
Lydia Juarez  
Procurement Officer

Contract No. 731

**THIS PARKING MANAGEMENT STUDY AND STRATEGIC PLAN FOR DOWNTOWN COPRUS CHRISTI ("Agreement") is entered into by and between insert name of company ("Contractor") and the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), as the agent of the Corpus Christi Tax Increment Reinvestment Zone #3 ("TIRZ #3").**

**WHEREAS** on December 16, 2008, the City Council of the City (the "City Council") approved Ordinance 027996, which established the TIRZ #3 in accordance with Texas Tax Code Chapter 311. TIRZ #3 promotes economic development and stimulates business and commercial activity in its downtown Corpus Christi area (the "Zone");

**WHEREAS** on August 25, 2015, the City Council approved a Project and Financing Plan (the "Plan") for TIRZ #3;

**WHEREAS** the Board of Directors of TIRZ #3 (the "Board") includes members of the City Council in a non-public-official capacity, as well as a representative from each Nueces County and Del Mar College, who have committed to contribute to TIRZ #3 through Interlocal Agreements created in 2009 and amended in 2012;

**WHEREAS** the Corpus Christi Downtown Management District ("DMD") assists the City with administration of TIRZ #3, recommends projects and recommends a DMD representative to be appointed to the Board through an Interlocal Agreement;

**WHEREAS** on November 10, 2015 the City Council approved Ordinance 030680, which amended Ordinance 027996 and authorized the Board to approve agreements in this form, to be entered into by the City, as the Board considers necessary or convenient to implement the Plan and achieve its purpose;

**WHEREAS** the Plan contained certain programs designed to improve conditions and increase commerce within the Zone;

**WHEREAS** any reference to "City" or "City Staff," is entirely in agency capacity for TIRZ #3, and further the City as a home-rule municipal corporation is not a party to this agreement;

**WHEREAS**, Contractor has proposed to provide an assessment of the efficiency and effectiveness of the Financial Services Department in response to the City's Request for Proposals ("RFP Event No. 108") on behalf of the TIRZ #3;

**WHEREAS**, the City has determined Contractor to be the best valued respondent;

**NOW, THEREFORE**, Contractor and City enter into this Agreement and agree as follows:

**1. Services.** Contractor will provide services in managing parking and making strategic parking investments, which are vital in creating and maintaining a successful downtown. The Downtown Area Development Plan has inventoried 13,000 parking spaces in downtown which is a foundation to understanding our current parking supply. To ensure that parking is working for diverse users residents, businesses, and visitors now and in the future, Contractor will provide more macro and micro information and analysis of the Downtown parking situation. **("Services") in accordance with RFP Event No. 108 ("Exhibit A"), which exhibit is incorporated by reference into this Agreement.**

**2. Term.** This Agreement takes effect upon execution of the City Manager and continues until (*TERM OF SERVICE IS MUTUALLY AGREED UPON*).

**3. Compensation and Payment.** The total amount to be paid under this agreement shall not exceed \$XX. Fees will be paid after the completion of each task deliverable based on the percent shown for each task outlined in the "Attachment Fee schedule" attached and incorporated by Reference in this Agreement. Contractor shall submit invoices for all services rendered in accordance with this agreement. Payment will be made to Contractor within (30) days of receipt of proper invoice.

**4. Contract Administrator.** The contract administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the contract administrator, who is the City's Business Liaison or her designee ("Contract Administrator").

**5. Independent Contractor.** Contractor will perform the Services as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of the Contractor be considered an employee of the City.

**6. Insurance.** Before activities can begin under this Agreement, the Contractor's insurance company, or companies, must deliver a Certificate of Insurance, as proof of the required insurance coverages, to the Contract Administrator and City's Risk Manager. Additionally, the Contract Administrator and Risk Manager must be given at least 30 days' advance notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's reasonable written request.

**7. Assignment.** No assignment of this Agreement or of any right or interest contained in this Agreement by the Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.



**8. Qualification.** Consultant is fully capable and qualified to execute the services in this Agreement and does not require any training from the City.

**9. Waiver.** No waiver of any breach of any term or condition of this Agreement, Exhibit A, or the Consultant's response to RFP Event No. 108 ("Exhibit B"), which exhibit is incorporated into this Agreement, waives any subsequent breach of the same.

**10. Compliance with Laws.** This Agreement is subject to all applicable federal, state and local laws. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

**11. Subcontractors.** The Contractor may use subcontractors in connection with the Services to be performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator. In using subcontractors, the Contractor shall be responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the Services.

**12. Amendments.** This Agreement may be amended only in writing and upon execution by authorized representatives of both parties.

**13. Termination.** The City Manager may terminate this Agreement for Contractor's failure to perform the Services specified in Exhibit A. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, the City Manager may terminate this Agreement without cause upon 20 days' written notice to the Contractor. In the event of termination, the Contractor will be compensated for its services on all stages authorized based upon Contractor and City's estimate of the proportion of the total services actually completed at the time of termination. However, the City may terminate this Agreement upon three days' written notice to the Contractor for Contractor's failure to pay or provide proof of payment of taxes, as set out in this Agreement.

**14. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes in accordance with Circular E, "Employer's Tax Guide", Publication 15, as it may be amended. Upon his request, the City Manager shall be provided proof of payment of one or more of these taxes within 15 days of such request.

**15. Notice.** Notice may be given by hand delivery or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third day after deposit in the U.S. mail if sent certified mail. Notice shall be sent as follows:

**IF TO CITY:**

**City of Corpus Christi**

**Attention:** Alyssa Michelle Barrera, Business Liaison

**1201 Leopard Street**

**Corpus Christi, Texas 78401**

**IF TO CONTRACTOR:**

<b>Contractor</b>	<u>[insert contractor company name]</u>
<b>Contact</b>	<u>[insert contractor contact name]</u>
<b>Address:</b>	<u>[insert contractor street address]</u>
<b>City, State,</b>	<u>[insert contractor city,</u>

**16. Severability.** Each provision of this Agreement shall be considered to be severable and if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**17. INDEMNIFICATION.** Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees or other entity, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnatee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is

not based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor: [insert company name]

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

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

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
Ron Olson  
City Manager  
As an agent of the TIRZ #3

\_\_\_\_\_  
Date

Incorporated by Reference:  
Exhibit A: RFP  
Exhibit B: Proposer's Response

**REQUEST FOR PROPOSAL  
ADDENDUM  
CITY OF CORPUS CHRISTI  
PURCHASING DIVISION**

**Request for Proposal No.: Event 108**

**Addendum No.: 3**

**May 9, 2016**

Proposers must acknowledge the receipt of this Addendum in its PROPOSAL. Failure of the Proposer to acknowledge this Addendum may result in City's rejection for the Proposal for non-responsiveness.

**Section 3.2 Evaluation Criteria, letter C. Fee:** Revised and now reads as follows:

**C. Fee:** Proposers are to submit pricing that covers the entire Scope of Work including each task in a separate sealed envelope.

**"ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED"**

Lydia Juarez  
Procurement Officer

**CITY OF CORPUS CHRISTI PURCHASING DIVISION  
FOR  
TAX INCREMENT REINVESTMENT ZONE # 3 (TIRZ #3)**

**REQUEST FOR PROPOSAL  
("RFP")**

**PARKING MANAGEMENT STUDY AND STRATEGIC PLAN**

**RFP No. 108**

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ATTACHMENT 4 - BUSINESS DESIGNATION FORM

# Section 1

## Notice of Request for Proposal

**Date Issued:** April 11, 2016

### **1.1 Request for Proposal**

The City of Corpus Christi ("City") on the behalf of the Tax Increment Reinvestment Zone # 3 (TIRZ #3) seeks qualified professional firms (proposers/consultants) to develop a Parking Management Study and Strategic Plan for Downtown Corpus Christi.

### **1.2 Schedule:**

The following is the schedule for this procurement:

<b>Date</b>	<b>Activity</b>
April 11, 2016	Request for Proposal issued
April 21, 2016	Requests for Clarification from Proposers are due
April 28, 2016	Responses to Requests for Clarification will be posted via Addendum in the City's Supplier Portal
May 9, 2016	<b>DUE DATE FOR PROPOSALS: Proposals due before 12:00 p.m.</b>
Week of June 13, 2016	Finalists interviewed (tentative)
Week of June 20, 2016	Recommended/selected (tentative)
July, 2016	Projected Date Award of Contract (tentative)

### **1.3 Delivery Address:**

City of Corpus Christi (1 original & 7 copies)  
Purchasing Division  
4th Floor, City Hall  
1201 Leopard St.  
Corpus Christi, Texas 78401-2825

### **1.4 Procurement Officer**

**PROCUREMENT OFFICER: Lydia Juarez**

Phone: (361) 826-3664

Fax: (361) 826-3174

lydiaj@cctexas.com

# **Section 2**

## **Scope of Work**

### **2.1 General/Background Information**

In 2015, Tax Increment Reinvestment Zone #3 (TIRZ #3, or Zone) adopted a Project & Financing Plan that calls for a parking analysis to be conducted within the Zone's boundaries. The need for this plan was identified through the Downtown Area Development Plan (DADP) process, which is still underway. TIRZ #3 intends to hire a firm to prepare a parking strategic plan that will create a long-term strategy for City's parking operations and engage private sector parking supply to support the downtown residents, businesses, and visitors; stimulate economic development; and integrate best management practices.

The Zone is comprised of 4 neighborhoods; the SEA District, Uptown, Marina Arts District (Downtown Management District) and Bayshore Park Neighborhood. The TIRZ # 3 Zone Boundaries are shown in **Attachment 1**.

Managing parking and making strategic parking investments is vital in creating and maintaining a successful downtown. The DADP has inventoried 13,000 parking spaces in downtown, which is a foundation to understanding our current parking supply. In order to ensure that parking is working for diverse users residents, businesses, and visitors now and in the future, macro and micro information and analysis is needed. The Parking Management Study and Strategic Plan will analyze the opportunities and needs for parking in Downtown Corpus Christi.

### **2.2 Scope of Work & Deliverables**

The consultant will be required undertake the following tasks, which would each be finalized by the deliverable identified or a mutually agreed upon equivalent. Due date of each deliverable will be specified in Proposal.

**Task 1- Conduct Public and Internal Stakeholder Outreach**, through public meeting (or an equally transparent method) and staff meetings, and assess best practices in comparable markets as a baseline.

**Deliverable 1-** A report of information gathered from outreach and benchmarked best practices for comparison.

**Payment** – 5% of cost will be allowed when report has been accepted.

**Task 2- Develop Downtown Parking Supply Database** with capabilities to interface with current parking supply database (including overall supply by geographic clusters) and produce the inventory in a GIS database to include:

(a) Number of public parking spaces

- metered, unmetered,
- parking lots and garages,
- loading zones, etc.

(b) Number of private parking spaces

- Lots
  - Garages
- (c) Rates (hourly, daily, monthly)
- Public
  - Private
  - Special Event
- (d) Average occupancy (workday, evening, weekend)
- On- Street
  - Off- Street

**Deliverable 2** – GIS Database, which can interface with the current Parking Management System and can be updated to maintain accuracy. Additional hard copy Inventory Report and Map.

**Payment** – 20% of cost will be allowed when database is completed and report accepted.

**Task 3 – Develop a Parking Demand Assessment** to analyze users and address unmet and future demand. Assessment will estimate the current unmet demand through interviews with employers, office building managers and other stakeholders, as well as estimate future demand based on projected build out by neighborhood. Specifically, this portion shall include:

- (a) Make up of occupancy
- Transient,
  - Office Worker
  - Resident
- (b) Identify usage generators
- Office Centers,
  - Housing,
  - Special Event Venues
  - Retail
  - Government Centers
- (c) Project Future Parking Demand based on planned development list.

**Deliverable 3-** Parking Demand Assessment Report.

**Payment** –15% of cost will be allowed when report is accepted.

#### **Task 4- Develop a Strategic Implementation Plan**

Specifically, the Implementation Plan should include the following recommendations:

- (a) Code and policy changes
- (b) Parking management strategy (for public) and promotion plan (for private)
- (c) Strategic development of parking to aid development goals:
1. Unlocking the existing development potential of a site/sites
  2. Public parking for retail or entertainment areas
  3. District or area-based parking strategies (e.g. SEA District, Bayshore Park, and Marina Arts District)
  4. Parcels to acquire or preserve for parking or circulation
  5. Recommendations for automated parking systems (what are the right conditions to use them?)



- (d) Organizational Recommendations
- (e) Technology improvements
- (f) Pilot projects, new programs and potential partnerships
- (g) Marketing Strategies
- (h) 10 Year Capital Improvement and Maintenance Plan
- (i) 10 Year Parking Fund ProForma with Recommend Parking Rates

The Plan must be developed and reviewed with key City Staff, including a full day workshop on the subject matter being recommended.

**Deliverable 4** –Finalized plan, including 20 professionally produced copies and an electronic version.

**Payment** –50% of cost will be allowed when Implementation Plan is completed and accepted.

**Task 5- Presentations of Final Products to the City and Prepare an Executive Summary of Findings.**

**Deliverable 5-** At least 2 of presentations to Parking Advisory Committee and delivery of the Executive Summary report to the TIRZ #3 Board.

**Payment** – 10% of cost will be allowed when all required meetings have occurred and presentations completed.

## Section 3

# Proposal Evaluation

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal will first be analyzed to determine overall responsiveness and completeness as defined in the Proposal Format and Organization Section, and the Evaluation Criteria Section of this RFP.

### **3.1 Evaluation Committee**

An Evaluation Committee ("**Committee**") will be established to assist the City to select a qualified Proposer. The Committee will be comprised of representatives from various City departments.

### **3.2 Evaluation Criteria**

Each qualified proposer will then be ranked on the basis of the following:

Criteria Description	Criteria Weight
<b>Compliance with Administrative Requirements</b>	<b>Pass/Fail</b>
<b>Technical Proposal</b>	<b>60 Points</b>
<i>Understanding of Project Scope (30 points)</i> <ul style="list-style-type: none"><li>• Demonstrated understanding of scope of services,</li></ul> <i>Firms' Experience (15 points)</i> <ul style="list-style-type: none"><li>• Experience on projects of similar scope and complexity;</li><li>• Demonstrated capability of timely completion of comparable projects;</li><li>• Demonstrated capability of on-budget completion of comparable projects;</li><li>• Past Performance and References.</li></ul> <i>Team Identification (15 points)</i> <ul style="list-style-type: none"><li>• Team members with experience and qualifications;</li></ul>	
<b>Interview</b>	<b>15 Points</b>
<b>Timeline/ Schedule of Work</b>	<b>15 Points</b>
<b>Fee</b>	<b>10 Points</b>

C. **FEE:** Proposers are to submit the ALL PRICING and cost per phase of their plan for accomplished Scope of Work with timeline, in a separately sealed envelope.

**All costs, both direct and indirect, necessary to effect the work described herein shall be included in the Proposer's proposal. Such costs include, but are not limited to: salaries, supplies, the cost of the proposal itself, postage, travel, per diem, transportation costs, etc. The proposer shall not invoice and City shall not pay any costs other than those set out by the Proposer in its proposal and agreed to by the City.**

D. The Proposer's failure to provide information relative to the above criteria may result in the City deeming such proposal non-responsive and may, at the sole discretion of the Committee, result in elimination of said proposal from further consideration. The Committee reserves the right to conduct other evaluation and measurements of the proposals as may be necessary to make an informed decision.

## **Section 4**

# **Proposal Format and Organization**

This section provides specific instructions on format and organization of the proposal to be submitted by the Proposer. Each Proposer may submit only one proposal in a totally self-supporting format without reference to any other proposal(s).

### **4.1 General Instructions**

- A. To provide for ease and uniformity and to aid in the evaluation of proposals, Proposers shall comply with the sequence outlined herein. **IN NUMBERING PROPOSALS, THE PROPOSER SHALL USE THE SAME SECTION NUMBERS AND TITLES AND SHALL PROVIDE ITS RESPONSES IN THE SAME ORDER AS EACH QUESTION IS NUMBERED AND ORDERED HEREIN.** Failure to comply may result in rejection of the proposal. The proposal shall be completed in sections, which are described below.
- B. Proposers should be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by reference into any contract(s). The City discourages the inclusion of general marketing material or equipment manuals unless they are used to provide specific information or specifically requested by the City.
- C. The Proposer shall provide one electronic copy of the proposal not including the Fee Proposal, via flash drive or compact disk, along with one original and seven (7) identical bound hard copies of the proposal not including the fee proposal, before the DUE DATE FOR PROPOSALS.
- D. The Proposer shall provide the fee proposal with the one original hard copy response, in a sealed envelope which will not be opened until the qualification stage has been met.

### **4.2 Proposal Format**

- A. This section outlines the minimum requirements for preparation and presentation of a proposal.
- B. The Proposer shall define the capabilities of their organization to supply and maintain the services as requested in this RFP. The response should be specific and complete in every detail and prepared in a simple and straightforward manner.
- C. Proposers are expected to examine the entire RFP including all specifications, standard provisions, instructions and attachments. Failure to do so will be at the Proposer's risk. Proposers should provide their best pricing for the services set out herein.
- D. Proposals shall be in at least 11 pt. easily readable font and bound in a manner that allows the proposals to be disassembled.

### **4.3 Proposal Contents**

#### **A. Proposal Cover letter**

B. The transmittal letter shall be the first item in your proposal and shall indicate the intention of the Proposer to adhere to the provisions described in the RFP. The transmittal letter **SHALL**:

1. Be presented on company letterhead;
2. Identify the submitting organization;
3. Acknowledge receipt of any addenda to this RFP
4. Identify, by name and title, and be signed by the person authorized by the organization to obligate the organization contractually.
5. Statement indicating willingness to sign Service Agreement as written.

C. The second item in your proposal shall be a table of contents listing titles, sections and major sub-sections. All pages shall have a unique identifier and be numbered sequentially.

1. Plan to accomplish Scope of Work with timeline and with any suggestions for modifications of Scope.
2. Experience on projects of similar scope and complexity.
3. Demonstrated capability of timely completion of comparable projects.
4. Demonstrated capability of on-budget completion of comparable projects.
5. Past Performance and References

The below associated documents should be accompany after the Proposal as Exhibits:

D. The third item in your proposal shall be the City of Corpus Christi's Disclosure of Interest.

E. The fourth item in your proposal shall be the City of Corpus Christi's Business Designation Form.

F. The fifth item is your proposal shall be Form 1295. The form must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

### **4.4 Service Agreement**

A sample SERVICE AGREEMENT is attached to the RFP that the successful Proposer will be required to sign a similar agreement. With the exception of certain terms and conditions which may be modified by the City to conform the Contract prior to final execution of the Contract.

# **Section 5**

## **Conditions Governing the Procurement**

### **5.1 Submission of Proposal**

- A. **PROPOSER SHALL SUBMIT ITS PROPOSAL, AS INSTRUCTED HEREIN.** All proposals must be complete and accurate and in the City-approved format specified herein.

All inquiries or requests regarding this RFP must be submitted to the Procurement Officer indicated above, or designee as specified in writing, in writing and online, via the City's Supplier Portal (<http://www.cctexas.com/business/supplierportal>) using the electronic question submission feature specific to this RFP. Such inquiries or requests must be submitted by the due date and time provided in this RFP. Other employees do not have the authority to respond for the City in writing and any attempt to question other employees regarding this RFP may result in the City disqualifying that Proposer. Only written responses from the Procurement Officer or designee will be binding with regard to inquiries requesting clarification or additional information. The Procurement Officer's written responses will be released simultaneously to all prospective Proposers.

- B. The City's Charter and the City's Procurement Policy require that all proposals submitted be sealed, secret, unopened through the DUE DATE FOR PROPOSALS specified in this RFP. **Therefore, proposals submitted directly to the City by facsimile machine, e-mail will be considered non-responsive and will be eliminated from consideration.**
- C. Proposals will be received, before the date and time specified in this RFP. Without exception, proposals received on or after this deadline are late, shall be deemed non-responsive and shall not be considered.

### **5.2 RFP Procedural and Content Questions**

- A. Any Proposer requiring further clarification of the RFP procedures should submit specific requests for clarification to the Procurement Officer as described in this RFP.
- B. During a review of this RFP and preparation of the proposal, certain errors, omissions or ambiguities may be discovered. If so, or if there are doubts or concerns about the meaning of any part of this RFP, questions should be submitted to the Procurement Officer as described in this RFP.
- C. Addenda will be issued to address the questions and answers along with any changes to the documents as a result of these clarifications.

### 5.3 Basis for Proposal

Only the information contained in this RFP, questions and answers, addenda hereto and information supplied by the City in writing through the Procurement Officer should be used in the preparation of the Proposer's proposal(s).

### 5.4 Proposal Terms and Conditions

With its proposal, the Proposer is committing to the terms and conditions proposed for inclusion in the final Agreement. Any concerns over the terms and conditions must be resolved during the proposal stage through the question and answer process.

### 5.5 Disclosure of Proposal Contents

Proposals will be opened in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material is considered public information.**

### 5.6 Signing of Proposals

By submitting and signing a proposal, the Proposer indicates its intention to adhere to the provisions described in this RFP. **Proposals signed for a partnership** shall be signed in the Proposer's name by at least one general partner or in the Proposer's name by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal, and executed in accordance with the legal requirements of the Proposer. **Proposals signed for a corporation** shall have the correct corporate name thereon and shall bear the president's or vice president's original signature with the name and title written below the corporate name. Any other signature must be accompanied by a resolution of the board of directors authorizing such signature to contract in the corporation's name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

### 5.7 Cost of Proposal

This RFP does not commit the City to pay any costs incurred by a Proposer for preparation and submission of a proposal or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to preparing and responding to this RFP, including all costs incurred for supplementary documentation, shall be borne solely by the Proposer.

### 5.8 Disclosure of Interest

The City of Corpus Christi's Code of Ordinances, Section 2-349, as amended, requires all persons and Proposers seeking to do business with the City to provide the Disclosure of Interest information on the City-supplied form included herewith. Every question must be

answered. If the question is not applicable, answer with N/A. Proposers are obligated to provide updated information concerning the Disclosure of Interest, as warranted, for the duration of time the proposals are under consideration.

### **5.9 Ownership of Proposals**

All documents submitted in response to this RFP shall become the property of the City.

### **5.10 Disqualification or Rejection of Proposals**

Proposers may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Proposers;
2. The Proposer is involved in any litigation against the City;
3. The Proposer is in arrears on an existing contract or has defaulted on previous contracts with the City;
4. Lacks financial stability;
5. Has failed to perform under previous or present contracts with the City;
6. Has failed to use the City's approved forms;
7. Has failed to adhere to one or more of the provisions established in this RFP;
8. Has failed to submit its Proposal in the format specified herein;
9. Has failed to submit its Proposal before the deadline established herein;
10. Has failed to adhere to generally accepted ethical and professional principles during the proposal process; or,
11. Has failed to provide a detailed cost summary in the proposal if required.

### **5.11 Right to Waive Irregularities**

Proposals shall be considered "irregular" if they show any admissions, alterations of form, additions or conditions not called for, unauthorized alternate proposals or irregularities of any kind. The Procurement Officer reserves the right to waive minor irregularities and mandatory requirements, provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right shall be exercised at the sole discretion of the Procurement Officer.

### **5.12 Withdrawal & Amendment of Proposals**

Proposals may be withdrawn or amended prior to the exact hour and DUE DATE FOR PROPOSALS.

### **5.13 Proposal Offer Firm**

By submission of its proposal, the Proposer affirms that its proposal is firm for one hundred eighty (180) days after the DUE DATE FOR PROPOSALS and if awarded a contract the proposal then remains firm for the duration of the contract.

### **5.14 Proposer's Qualifications**

The City may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified herein. The Procurement Officer will reject the proposal of any Proposer who is not a responsible Proposer.

### **5.15 Exceptions to RFP Specifications**

Although the specifications in the following sections represent the City's anticipated needs, there may be instances in which it is in the City's best interest to permit exceptions to specifications and evaluate alternatives. It is vital that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives.

***Therefore, exceptions, conditions or qualifications to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception and submitted as a request for clarification during the proposal process. If the Proposer does not make clear that an exception is being taken, the City will assume the Proposer is, in its proposal, responding to and will meet the specifications and requirements of this RFP.***

### **5.16 Clarification of Proposals**

Should the City require clarification from the Proposer, the City shall contact the individual named as the organization's contact person in the City's Supplier Portal. Evaluation of the proposal is the first step in a series of evaluation steps that will be conducted by the Committee. The City may elect to conduct post-submission reference checks, or best and final offers with any Proposers that are not eliminated based on their proposal.

### **5.17 Termination of RFP**

The City reserves the right to cancel this RFP at any time. The City reserves the right to reject any or all proposals submitted in response to this RFP.

### **5.18 Order of Precedence**

In case of a conflict in the contract documents, first precedence shall be given to the fully executed Contract, as amended; second precedence will be given to the RFP, including questions, answers and addenda; and third precedence will be given to the proposal, including as may be clarified in writing.

### **5.19 No Obligation**

In no manner does this RFP obligate the City or any of its agencies to the eventual services offered until confirmed by an executed written Contract.

### **5.20 Award of Contract**

The City reserves the right to withhold final action on proposals for a reasonable time not to exceed one hundred eighty (180) days subsequent to the deadline for receipt of proposals. The award of a Contract(s), if an award is made, will be to the most responsible and responsive Proposer(s) that gives the City the "Best Value" and whose proposal meets the requirements and criteria set forth in this RFP.

### **5.21 Execution of Contract**

The City Manager shall authorize award of the Contract to the successful Proposer(s) and shall designate the successful Proposer(s) ("**Contractor**") as the City's Provider(s). The City will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the City and to provide the necessary evidence of insurance as required



in the Contract documents. No Contract for this project may be signed by the City without the authorization of the City Manager and no Contract shall be binding on the City unless and until it has been approved as to form by the City Attorney's Office and executed by the City Manager or designee.

#### **5.22 Disputes**

In the case of any doubt or difference of opinion with regard to the items to be furnished by a Proposer or the interpretation of the provisions of this RFP, the decisions of the City shall be final and binding upon all parties.

#### **5.23 Change in Proposer's Representative**

The City reserves the right to require a change in Proposer's representatives if the assigned representatives are not, in the sole opinion of the City, adequately meeting the needs of the City.

#### **5.24 Right to Publish**

Throughout the duration of the procurement process and resulting Contract term, Proposer must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by the RFP or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Proposer's proposal or termination of the Contract.

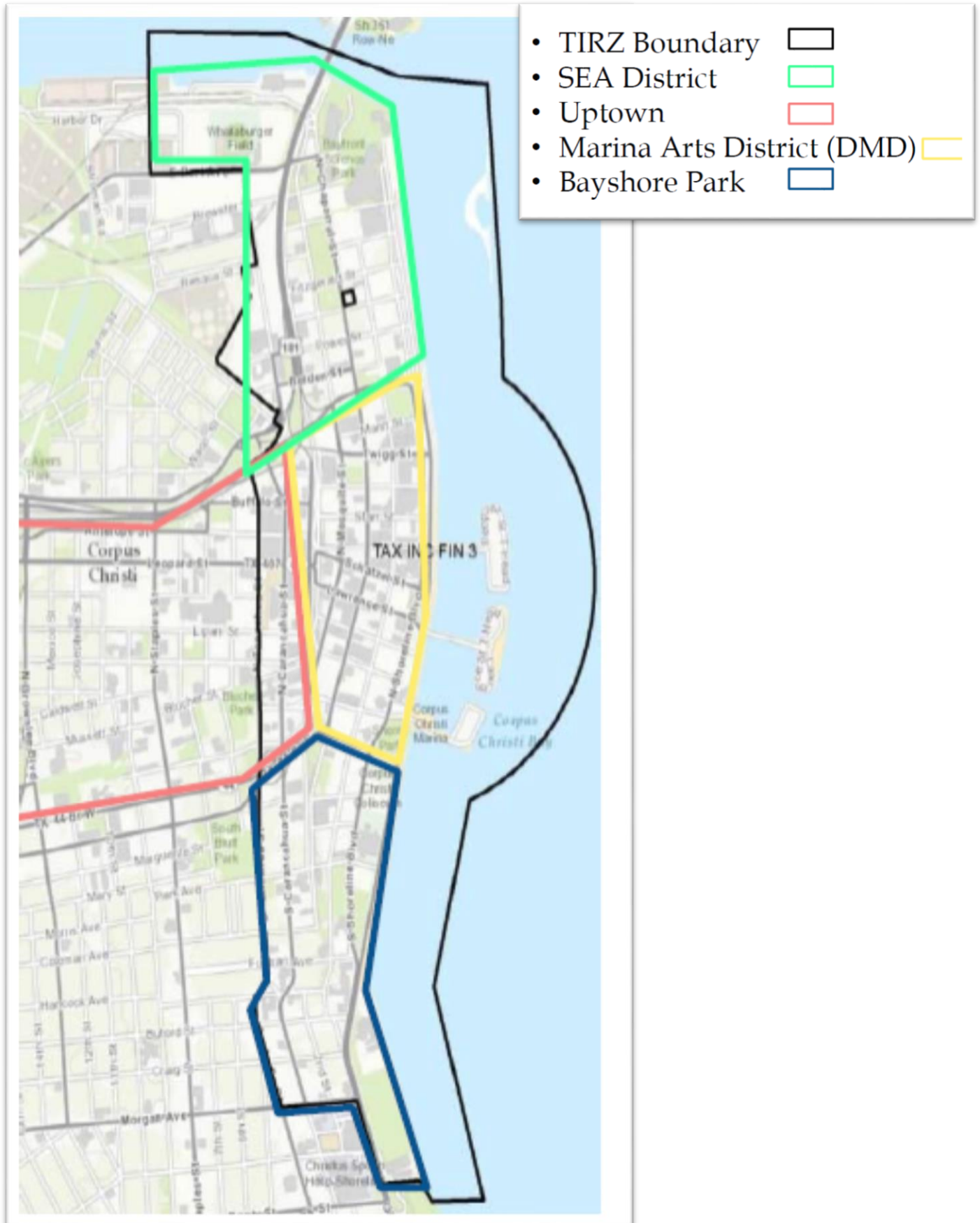
#### **5.25 Proposer's Ethical Behavior**

By submission of its proposal, the Proposer promises that Proposer's officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, directly or indirectly, through any contact with City Council members or other City officials between the date this RFP is released to the public and the date a contract is awarded by the City Manager. Such behavior will be cause for rejection of the Proposer's proposal at the discretion of the City Manager or designee.

#### **5.26 Use of Subcontractors**

The Proposer may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, if not listed in the proposal at the time of selection, the Proposer must obtain prior written approval from the **Contract Administrator**. In using subcontractors, the Proposer is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Proposer. All requirements set forth as part of the Contract are applicable to all subcontractors and their employees to the same extent as if the Proposer and its employees had performed the services.

## Attachment 1- TIRZ # 3 Zone Boundaries



Attachment 2 – Sample Contract  
PARKING MANAGEMENT STUDY AND STRATEGIC PLAN FOR DOWNTOWN COPRUS  
CHRISTI

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Contract No. 731

**THIS PARKING MANAGEMENT STUDY AND STRATEGIC PLAN FOR DOWNTOWN COPRUS CHRISTI ("Agreement") is entered into by and between [insert name of company] ("Contractor") and the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), as the agent of the Corpus Christi Tax Increment Reinvestment Zone #3 ("TIRZ #3").**

**WHEREAS on December 16, 2008, the City Council of the City (the "City Council") approved Ordinance 027996, which established the TIRZ #3 in accordance with Texas Tax Code Chapter 311. TIRZ #3 promotes economic development and stimulates business and commercial activity in its downtown Corpus Christi area (the "Zone");**

**WHEREAS on August 25, 2015, the City Council approved a Project and Financing Plan (the "Plan") for TIRZ #3;**

**WHEREAS the Board of Directors of TIRZ #3 (the "Board") includes members of the City Council in a non-public-official capacity, as well as a representative from each Nueces County and Del Mar College, who have committed to contribute to TIRZ #3 through Interlocal Agreements created in 2009 and amended in 2012;**

**WHEREAS the Corpus Christi Downtown Management District ("DMD") assists the City with administration of TIRZ #3, recommends projects and recommends a DMD representative to be appointed to the Board through an Interlocal Agreement;**

**WHEREAS on November 10, 2015 the City Council approved Ordinance 030680, which amended Ordinance 027996 and authorized the Board to approve agreements in this form, to be entered into by the City, as the Board considers necessary or convenient to implement the Plan and achieve its purpose;**

**WHEREAS the Plan contained certain programs designed to improve conditions and increase commerce within the Zone;**

**WHEREAS any reference to "City" or "City Staff," is entirely in agency capacity for TIRZ #3, and further the City as a home-rule municipal corporation is not a party to this agreement;**

**WHEREAS, Contractor has proposed to provide an assessment of the efficiency and effectiveness of the Financial Services Department in response to the City's Request for Proposals ("RFP Event No. 108") on behalf of the TIRZ #3;**

**WHEREAS, the City has determined Contractor to be the best valued respondent;**

**NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:**

**1. Services.** Contractor will provide services in managing parking and making strategic parking investments, which are vital in creating and maintaining a successful downtown. The Downtown Area Development Plan has inventoried 13,000 parking spaces in downtown which is a foundation to understanding our current parking supply. To ensure that parking is working for diverse users residents, businesses, and visitors now and in the future, Contractor will provide more macro and micro information and analysis of the Downtown parking situation. **("Services") in accordance with RFP Event No. 108 ("Exhibit A"), which exhibit is incorporated by reference into this Agreement.**

**2. Term.** This Agreement takes effect upon execution of the City Manager and continues until (TERM OF SERVICE IS MUTUALLY AGREED UPON).

**3. Contract Administrator.** The contract administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the contract administrator, who is the City's Business Liaison or her designee ("Contract Administrator").

**4. Independent Contractor.** Contractor will perform the Services as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of the Contractor be considered an employee of the City.

**5. Insurance.** Before activities can begin under this Agreement, the Contractor's insurance company, or companies, must deliver a Certificate of Insurance, as proof of the required insurance coverages, to the Contract Administrator and City's Risk Manager. Additionally, the Contract Administrator and Risk Manager must be given at least 30 days' advance notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's reasonable written request.

**6. Assignment.** No assignment of this Agreement or of any right or interest contained in this Agreement by the Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

**7. Qualification.** Consultant is fully capable and qualified to execute the services in this Agreement and does not require any training from the City.

**8. Waiver.** No waiver of any breach of any term or condition of this Agreement, Exhibit A, or the Consultant's response to RFP Event No. 108 ("Exhibit B"), which exhibit is incorporated into this Agreement, waives any subsequent breach of the same.

**9. Compliance with Laws.** This Agreement is subject to all applicable federal, state and local laws. All duties of the parties will be performed in the City of Corpus Christi, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

**10. Subcontractors.** The Contractor may use subcontractors in connection with the Services to be performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator. In using subcontractors, the Contractor shall be responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the Services.

**11. Amendments.** This Agreement may be amended only in writing and upon execution by authorized representatives of both parties.

**12. Termination.** The City Manager may terminate this Agreement for Contractor's failure to perform the Services specified in Exhibit A. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, the City Manager may terminate this Agreement without cause upon 20 days' written notice to the Contractor. However, the City may terminate this Agreement upon three days' written notice to the Contractor for Contractor's failure to pay or provide proof of payment of taxes, as set out in this Agreement.

**13. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes in accordance with Circular E, "Employer's Tax Guide", Publication 15, as it may be amended. Upon his request, the City Manager shall be provided proof of payment of one or more of these taxes within 15 days of such request.

**14. Notice.** Notice may be given by hand delivery or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third day after deposit in the U.S. mail if sent certified mail. Notice shall be sent as follows:

**IF TO CITY:**

**City of Corpus Christi**

**Attention:** Alyssa Michelle Barrera, Business Liaison

**1201 Leopard Street**

**Corpus Christi, Texas 78401**

**IF TO CONTRACTOR:**

15. Contractor [insert contractor company name]  
Contact [insert contractor contact name]  
Address: [insert contractor street address]  
City, State, [insert contractor city,

**Severability.** Each provision of this Agreement shall be considered to be severable and if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**16. INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF PERSONAL INJURIES, INCLUDING THOSE RESULTING IN WORKERS' COMPENSATION CLAIMS OR DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF LOSS OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT AND REGARDLESS OF WHETHER THE INJURIES, DEATH, LOSS, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL NOTICES, CLAIMS, AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor: [insert company name]

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

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

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
Ron Olson  
City Manager  
As an agent of the TIRZ #3

\_\_\_\_\_  
Date

Incorporated by Reference:  
Exhibit A: RFP  
Exhibit B: Proposer's Response

## ATTACHMENT 3 - DISCLOSURE OF INTEREST



City of  
Corpus  
Christi

SUPPLIER NUMBER \_\_\_\_\_  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

### CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: \_\_\_\_\_

P. O. BOX: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ -

FIRM IS:      1. Corporation ☐      2. Partnership ☐      3. Sole Owner ☐  
                 4. Association ☐      5. Other ☐ \_\_\_\_\_

#### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Job Title and City Department (if known)

_____	_____
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Title

_____	_____
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Board, Commission or Committee

_____	_____
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Consultant

_____	_____
_____	_____
_____	_____
_____	_____



### **FILING REQUIREMENTS**

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

### **CERTIFICATION**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

### **DEFINITIONS**

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

**ATTACHMENT 4 – BUSINESS DESIGNATION FORM**

**CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
BUSINESS DESIGNATION FORM**

ENSURE THIS FORM IS SUBMITTED WITH YOUR BID RESPONSE

**PLEASE INDICATE WHETHER YOUR COMPANY IS ANY ONE OF THE FOLLOWING:**

☐ **YES** ☐ **NO** - **CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Select all that are appropriate:

- ☐ ASIAN PACIFIC  
☐ BLACK  
☐ HISPANIC  
☐ NATIVE AMERICAN  
☐ WOMAN

Please visit the following website for information on becoming a Texas Certified HUB: <http://www.window.state.tx.us/procurement/prog/hub/>

☐ **YES** ☐ **NO** - **LOCAL SMALL BUSINESS (LSB)**

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

☐ **YES** ☐ **NO** OTHER (PLEASE SPECIFY):

☐ THIS COMPANY IS **NOT** A CERTIFIED HUB or LSB

**THE INFORMATION REQUESTED IN THIS FORM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND WILL NOT INFLUENCE AWARD DECISIONS OR THE AMOUNT OF MONIES EXPENDED WITH ANY GIVEN COMPANY.**

**EVENT NO: 108**

Firm Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ - - Ext. \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_ - - \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - E-mail: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Form Date: \_\_\_\_\_

Signer's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please print or type)