



Mayor Jason Perez

John Wright
Mayor pro-tem
Position 3

Christiene Daniel
Council Member
Position 1

Travis Townsend
Council Member
Position 2

Cecil Booth
Council Member
Position 4

Mark Gongora
Council Member
Position 5

Chris Whittaker
City Manager

Michelle Perez
City Secretary

The City of Angleton is soliciting requests for qualifications (RFQs) for legal services for the Collection of Delinquent Utility Bills, Delinquent Property Taxes and Delinquent Municipal Court Fines and Fees. Sealed responses must be received by **10:00 a.m., CST, Thursday December 29, 2022**. Responses received after this deadline will not be opened and will be considered void and unacceptable.

Responses will be publicly opened in a manner that does not reveal their contents immediately following the due date and time at the City of Angleton City Hall, 121 S. Velasco St, Angleton, TX 77515. The contents of all responses will remain confidential until after a contract has been awarded by City Council.

The RFQ packet may be obtained beginning December 14, 2022, at the City Secretary's office at City Hall, 121 S. Velasco St., Angleton, TX 77515 or from the City's website at: <https://www.angleton.tx.us/>

All inquiries about this RFQ must be submitted in writing to Phill Conner, Finance Director at pconner@angleton.tx.us.

First Publication: December 14, 2022
Second Publication: December 21, 2022

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City of Angleton

Request for Qualifications

Collection of Delinquent Utility Bills, Property Taxes and Municipal Court Fines & Fees

I. Introduction

The City of Angleton is soliciting qualifications from interested and qualified law firms for collection of delinquent utility bills, delinquent property taxes and delinquent municipal court fines and fees. The City reserves the right to select one or more firms to accomplish all services outlined in this RFQ.

A. Clarification and Interpretation of RFQ

1. The words “must” or “will” or “shall” in this RFQ 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 RFQ is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer’s legal services as they compare to the other providers and as they pertain to the needs of the City’s organization as defined in this document.

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 contract or 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 respondent in a future competitive situation, or if information requested contains trade secrets, or proprietary information.

Any information that the potential respondent or contractor believes may be considered proprietary, confidential or a trade secret should be 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 respondent, contractor or potential contractor 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 an

Open Records 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 respondent, so they may submit in writing to the attorney general the reasons why the information should be withheld or released. If the respondent 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 respondent 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 respondent 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 respondent 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 respondent, contractor or potential contractor during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each respondent; and communications and other information sent between City and a respondent or contractor 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

Angleton is a home-rule, incorporated city with a population of approximately 19,565.

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(s) 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 Angleton.

Proposers can attend in person at the address below.

City Hall
121 S. Velasco St.
Angleton, TX 77515

2. The City of Angleton requires comprehensive responses to every section within this RFQ. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain respondents regarding content, but to assure that the specific requirements set forth in this RFQ 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 resumes and sample documents. 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.

B. Proposal Submission

The City will receive responses to this RFQ delivered to the City Secretary's office. Responses must be submitted with one (1) marked original, four (4) marked copy and one (1) electronic copy (flash drive) properly labeled and clearly marked with RFQ Collection of Delinquent Utility Bills, Property Taxes & Municipal Court Fines. Hard copies should be delivered to:

City of Angleton
City Secretary's Office
121 S. Velasco St.
Angleton, TX 77515
Monday – Friday 7:30 am to 5:30 pm

Responses sent via courier must be sealed in a separate envelop inside of the mailer.

Mark envelope/package: Collection of Delinquent Utility Bills, Property Taxes & Municipal Court Fines

C. Proposal Timeline

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

Request for Qualifications Issued: December 14, 2022

Deadline for Submitting Questions: December 21, 2022, by close of business

Proposal Submission Deadline: December 29, 2022 10:00 a.m.

III. Scope of Work

A. General

The City of Angleton is seeking proposals from qualified law firms, attorneys, or legal services firm for the collection of delinquent utility bills for the City's Utility Billing Department, delinquent property taxes (including Public Improvement District (PID) assessments and Code Enforcement fees), and delinquent Municipal Court fines and fees.

B. Collection of delinquent utility bills

The City of Angleton is seeking proposals from qualified law firms, attorneys, or legal services firm for the collection of delinquent utility bills for the City's Utility Billing Department. The purpose of this RFQ is to ask respondents to submit statements of their qualifications, capabilities, and experience in collecting delinquent accounts and proposals for performing the services described and the fees which would be charged for those services.

1. Prepare monthly performance reports to the City indicating the progress of Utility Billing collections. The monthly performance reports prepared by the proposer shall contain, at a minimum, the following information:
 - a. Number and type of communication with delinquent Utility Billing Customers.
 - b. Summary of all delinquent accounts collected.
 - c. Summary of all delinquent accounts contacted.
 - d. Summary of all/any contact information collected from skip trace efforts to update City records.
 - e. Detailed list of bankruptcies and status of those properties.
 - f. Amount of time the account has been in Collections.
2. Prepare and send notices to delinquent Utility Billing customers as required by law or advisable for expediting collections.
3. Utilize information provided from the City and skip tracing technology to communicate with the debtor to attempt to collect all monies owed.
4. Utilize automatic/manual calling methods to contact the delinquent account holders.
5. Schedule and monitor installment payment arrangements.
6. Provide a toll-free number or online system by which the debtor can obtain information about his/her debt at any time of day or night. As well as a toll-free number at which a debtor may talk to a live representative during normal business hours, Monday through Friday.

C. Collection of delinquent property taxes

The City of Angleton is soliciting qualified Responses from law firms with experience and a verifiable history of delinquent tax and public improvement district assessment collections programs in Texas. The chosen firm will assist the City in delinquent collections including delinquent property taxes and delinquent Public Improvement District assessments as authorized under Sections 6.30 and 33.07 of the Property Tax Code. Other services may be requested of the firm related to delinquent ad valorem property tax matters.

Each proposal must indicate a contact person for purposes of discussion related to this proposal process. Additionally, this person must be one authorized to make commitments on behalf of the firm and should indicate the firm's overall intentions toward this contract in a signed cover letter accompanying the firm's proposal.

Each proposal should fully describe the various processes involved in the firm's delinquent collection program. These must include, but are not limited to the following topics:

1. Taxpayer notification program. Types of notice letters, frequency and whether or not all taxpayers and all delinquent accounts are billed regardless of amount due. Sample notice letters and statements should be included as an example of form. An annual, proposed mailing schedule clearly indicating the type of mailing scheduled should be included.
2. Address and ownership investigation procedures for mailing purposes and keeping delinquent data current.
3. Procedures for selecting accounts for litigation.
4. Complete procedures related to the filing of suit and prosecution to judgment.
5. Procedures and experience in tax warrants, and collection of judgments by execution and sale.
6. Other tax-related services that the firm provides. Bankruptcy collection practices and litigation policies must be covered.
7. Policies and practices related to partial payments or payment agreements or other arrangements with the taxpayer.
8. Methods of reporting to the City and the frequency of those reports. Please include at least one report provided to a City by your firm as an example.
9. Data processing procedures and resources. Include your firm's methods of data handling and any expectations of the City, including a specific cost-sharing schedule if any costs are to be borne by the City.
10. A specific work plan for collecting delinquent accounts in simplified form for the first full year of the contract.
11. The City believes that working with the taxpayer to resolve their delinquencies is in keeping with its own philosophy. Describe the firm's proposed taxpayer

assistance/outreach program for the following areas and the general methods used to accomplish them.

- a. Telephone inquiries
- b. Correspondence
- c. Payment Agreements
- d. Taxpayer Education and Counseling
- e. General Community Involvement

12. Include full disclosure of any outside partnerships, subcontractors or income sharing with names and addresses of all parties involved. All present and future subcontractors must receive the prior approval of the City.

Each proposal must include, but is not limited to, the following:

13. An overall history of the firm and its length of experience in delinquent tax collection.
14. A description of the firm's structure, organization chart and professional affiliations.
15. All services offered by the firm, including all data-processing services and capabilities

Specific information on the key personnel proposed to manage this contract, including resumes of attorneys. Provide an organization chart identifying all personnel that would be working with the City, showing their respective function/ program responsibility. Support personnel should also be identified for the City's program

D. Collection of delinquent municipal court fines and fees

The City of Angleton is seeking a qualified Respondent to collect delinquent Municipal Court Fines and Fees pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

Respondents shall have adequate personnel and data processing capabilities to properly process and collect the City's delinquent Municipal Court Fines and Fees. The successful respondent shall be well versed not only with Article 103.0031 mentioned above but should also be familiar with the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act and all other laws applicable to this type of activity.

Respondents shall be responsible for the following duties and services:

1. Preparing delinquent costs, fines, and fees reports and updates based on data provided by the City of Angleton Municipal Court.
2. Preparing and sending such notices to delinquent defendants as may be required by law or as may be advisable for the purpose of expediting collections.
3. Advising the City of Angleton Municipal Court Judge, City Attorney, and Administration on legal issues that arise in the process of delinquent costs, fines, and fees collection.
4. The successful respondent must have experience in the Collection of delinquent costs, fines, and fees and must have the personnel with the education and knowledge of the appropriate laws.

5. Providing such additional services as the City Attorney may deem advisable to expedite the collection of delinquent costs, fines, and fees.

Each submission must address no less than the following requested information:

1. Respondent name, including the addresses of all Respondent offices identifying in which office the work will be performed.
2. Name, title, phone number(s), and e-mail address of each contact person.
3. Names of principals of the Respondent.
4. Years the Respondent has been in business.
5. Description of the manner that will be used to ensure secure data transfer from the municipal court that maintains data integrity.
6. Specific description of the collections software to support all collections operations; Note: software is to be supplied at the Respondent's sole expense and must be compatible with Incode software used by the Angleton Municipal Court.
7. Description of the capability to provide computer technical support for any initial programming required to transfer all necessary collections data to the Respondent in a timely manner at the Respondent's sole expense.
8. Evidence of sufficient knowledge of all applicable federal, state, and local laws and regulations regarding debt collection.
9. Demonstrate ability to effect collections in all 50 States.
10. Number of staff that will be working on behalf of the City project and copies of their resumes. Respondents shall provide a description of the experience, qualifications, and workload of the persons who will be assigned to the collection of the Angleton Municipal Court accounts.
11. List and briefly describe any on-going or completed similar municipal court projects, with dates and performance results for each project. Include names, addresses and phone numbers of representatives of these municipal court projects who may be contacted as references. The City may at its option choose to contact or visit one or more of the operating sites of the respondent's clients to verify representations and to observe operations;
12. Current workload of the staff and office that would be responsible for rendering the service(s) required.
13. Provide a sample written policy describing the methods to be used to safeguard the privacy and rights of individual's subject to collection.
14. Provide the local phone number to be used for collections.
15. Provide monthly reports to the municipal court and include details of collections with dollar amounts and quantities, a summary of delinquent and collections by month, and an aged accounts receivable balance report.

V. Proposal and Evaluation Format

Proposer's submission package shall consist of the following:

1. Proposal Cover Sheet indicating which services the firm is interested in providing for the City.
2. For **each** service (delinquent utility bill collection, delinquent property tax collection or delinquent municipal court fines & fees) the response must include the following information.
 - Tab A – Qualifications and Experience
 - Tab B – Project Methodology
 - Tab C – Pricing and Fees

- Tab D – Records
- Tab E – Forms (Attachment A)
 - Public Information Act
 - Conflict of Interest Questionnaire

A. Proposal Format

By submission of a response to this RFQ, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFQ.

1. TAB A – Qualifications and Experience

a) Qualifications

1. Provide a brief description and history of the agency, customer service philosophy, and identification of the primary office or branch that the City will be assigned to and where the City will send its business. What sets the agency's collection apart from others?
2. Identify the size and scope of your collection unit, identify the project manager and each individual who will work as part of this engagement with the City's accounts and length of experience in providing collection services.
3. Include relationship with current delinquent collections customers and how you manage those relationships to provide quality services to your customers.

b) Experience

1. Describe the agency's direct experience in servicing public sector clients in the last sixty (60) months. Particular emphasis will be placed on agency's that have performed Collections Services for Utility Billing, delinquent property tax or municipal court fines and fees for municipalities of comparable population. Include the number of public agency clients and agency's knowledge of and adherence to the Texas Government Code and other applicable laws. Provide statistical data showing measurable data related to accounts listed and collection results.
2. Provide at least five (5) references for governmental agencies or municipal entities for which you have provided this type of service. Include the name of the agency, contact name, telephone numbers, email address, date/length of the contract and a summary of work.

2. TAB B – Project Methodology

- a) Briefly state your understanding of the services being requested and how your firm will comply and enhance the required services as outlined in the scope of work.
- b) Describe in detail, how the service will be provided in ongoing operations, such as the transactions between Customers, Proposer, and the City.
- c) Provide a detailed description of collection efforts, such as letters sent, phone calls made, attempted contacts with documentation notes made on contacts.

3. TAB C - Pricing and Fees

- a) All rates and fees must be listed.
- b) Describe how and when the fees apply.

- c) Details of any alternate method of compensation your agency would consider.
- d) Identify and list all special services and identify charges pertaining to such service.
- e) The City will not be responsible for paying any fees not specifically listed. The fees and charges presented shall remain firm for the original term of agreement.

4. TAB D – Records

- a) Describe in detail the agency’s record keeping.
- b) Provide what database the agency uses.
- c) Include samples of the format of the collection’s documentation.
- d) Provide the format for how the collection transactions will be made between the City and the Proposer.

5. TAB E – Forms (Attachment A)

- a) Completed W-9
- b) If required, provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ).

B. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all the responses that are submitted. Evaluation ratings will be on a 100-point scale and those proposers selected for a short list may be invited to attend an interview, at the proposer’s own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City’s process is as follows:

1. City staff shall recommend an evaluation committee which will be used to evaluate all responses. The City will evaluate all proposals based on the following criteria:

Criteria	Points
Qualification and Experience	35
Project Methodology	30
Pricing and Fees	15
Records	20

2. Once proposals are scored, the evaluation team will select finalist and decide whether interviews should be conducted.
3. Should negotiations be unsuccessful, the City shall enter negotiations with the next, highest ranked respondent. The process shall continue until an agreement is reached with a qualified respondent.
4. This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
5. The City reserves the right to negotiate the final fee prior to recommending any respondent for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the City's judgement as the appropriateness of an award to the best evaluated proposer. The information maybe appended to proposal evaluation process results.

VI. Contract Terms and Conditions

A. General

This will be a three (3) year contract, with the option to renew for two (2) additional one-year terms available upon the mutual agreement of the parties. The annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

B. Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any thirdparty.

C. Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFQ. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent 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 respondent.

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 respondent that offers the "best value" for the desired project. After receipt of the proposals, City of Angleton will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents 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 respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of Angleton will not be liable for any costs incurred by any respondent 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 RFQ.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner 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 Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Malpractice Insurance: Identify your firm's malpractice insurer and describe the insurance limits. Provide affirmation that the firm and all engaged employees are in good standing with all agencies or Texas State Bar. Please note a certificate of insurance must be available upon request.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Angleton Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: [Angleton, TX - Official Website | Official Website](#) . Respondents shall acknowledge receipt of all addenda on the Respondent 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. City of Angleton is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of Angleton, City Hall shall be the official time of receipt.

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 proposal, 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 result 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.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

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.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period 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).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Brazoria County, Texas.

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 respondent 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 Angleton. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents 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 Angleton, including affiliations and business and financial relationships such persons may have with City of Angleton officers. By doing business or seeking to do business with the City of Angleton, including submitting a response to this Request for Proposals, 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.

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 Angleton, Accounts Payable at, accountspayable@angleton.tx.us. Invoices can be mailed to Attn: Accounts Payable, to the address: 121 S. Velasco St., Angleton, TX 77573. 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.

TERMINATION OF CONTRACT: The City of Angleton reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed-upon by both parties.
2. Otherwise fails to perform in accordance with this contract.
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Angleton may have in law or equity. Respondent, in submitting this proposal, agrees that City of Angleton shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFQ or required by law to be given to the successful respondent by City of Angleton shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Angleton, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Angleton.

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://www.ethics.state.tx.us/File/>

Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the respondent does not boycott Israel and will not boycott Israel during

the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Angleton from entering into a contract with the contractor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a agency that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of Angleton from entering into a contract with that respondent. Below is a link to the list:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

ATTACHMENT A
FORMS

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

Signature of vendor doing business with the governmental entity

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.

ACKNOWLEDGMENT OF RECEIPT OF RFQ ADDENDA

The undersigned hereby acknowledges receipt of the addenda issued during the RFQ process.

Addendum #1: _____ dated _____

Addendum #2: _____ dated _____

Addendum #3: _____ dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this solicitation.

Name of Proposer: _____

Signature of Proposer: _____

Date: _____