



**REQUEST FOR PROPOSAL (“RFP”) 24-043  
COLLECTION OF DELINQUENT PROPERTY TAXES,  
AND MISCELLANEOUS RECEIVABLES**

**March 1, 2024**

The City of Missouri City (“CITY”), Texas is soliciting sealed proposals from interested proposers who can perform collection services in accordance with [Exhibit A Scope of Services](#) and the requirements and terms and conditions specified herein.

The City of Missouri City (“CITY”) Texas is a home rule municipality operating under the council-manager form of government and is located in both Harris and Fort Bend Counties. As of 2018, the CITY’s certified taxable values totaled approximately \$6,629,059,113 and the CITY includes three Tax Increment Reinvestment Zones. The City’s adopted tax rate is 0.63000 per \$100 valuation and has over 30,000 real and personal property accounts. The CITY obtains its appraisal data from the Fort Bend County Central Appraisal District and the Harris County Central Appraisal District. The Fort Bend County Tax Office bills and collects the CITY’S taxes and assessments.

Interested proposers who wish to respond to this solicitation must submit the required documents specified in [Section 41 Submittals](#) in a **sealed envelope/package** by **3 P.M. Central Daylight Time (“CDT”) April 26, 2024** addressed to:

**The City of Missouri City, Texas  
Attn: City Secretary’s Office  
Subject: RFP 24-043 (Do Not Open)  
1522 Texas Parkway Missouri City, Texas 77489**

Interested proposers are highly encouraged to monitor the website listed in [Exhibit B Procurement Schedule](#) for any Amendments to this solicitation.

The CITY will accept sealed envelopes/packages between the hours of 8 A.M. and 5 P.M. Monday thru Friday only at the above location and is not responsible for sealed envelopes/packages delivered late and/or to the incorrect address.

The CITY will not accept electronic responses to this solicitation, nor evaluate responses that are received after the specified due date. Proposers are highly encouraged to monitor the websites listed in Exhibit B Procurement Schedule which contains information where to send questions regarding this solicitation, and where any Amendments to this solicitation will be posted.

Purchasing Division  
Financial Services Department  
City of Missouri City, Texas

## **Terms and Conditions**

### **Section 1. Amendments:**

The CITY reserves the right to change the requirements and terms and conditions specified herein via an Amendment, and any Amendment(s) is binding as if it were originally incorporated in this solicitation.

The CITY will not be bound by any oral explanations, instructions, clarifications, representations, or requirements regarding this solicitation unless it is issued by the CITY via an Amendment.

Interested firms are highly encouraged to monitor the websites listed in Exhibit B Procurement Schedule for any Amendment(s) that may affect this solicitation.

### **Section 2. Anti-Trust Violations:**

Interested firms that engage in consistent and continued tie bidding could cause rejection of their proposal by the CITY and result in an investigation for possible Anti-trust violations.

### **Section 3. Basis for Award:**

The CITY intends to award a contract to the proposer(s) who can provide the required goods or services at the best value for the CITY. In determining the best value for the CITY may consider the:

- Purchase price;
- Reputation of the bidder and the bidder's goods or services;
- Quality of the bidder's goods or services;
- Extent to which the goods or services meet the CITY's needs;
- Bidder's past relationship with the CITY;
- Impact on the ability of the CITY to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations
- Employing persons with disabilities;
- Total long-term cost to the CITY to acquire the bidder's goods or services, and,
- Any relevant criteria specifically listed in the request for bids or proposals.

The CITY intends to negotiate and award a contract with one (1) firm; however, it reserves the right to issue multiple contracts as a result of this solicitation.

### **Section 4. Blackout Period:**

Upon issuance of the solicitation and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award information, proposers desiring to respond to this solicitation nor persons acting on their behalf will not communicate (orally or in writing) with any appointed or elected official or employee of the CITY (including their families) regarding this solicitation. Such action may be perceived as trying to obtain an unfair competitive advantage by attempting to persuade or influence the outcome of this solicitation.

Nothing prevents a proposer from contacting the Purchasing Division (who is the sole contact for this solicitation) per Exhibit B Procurement Schedule, or from making public statements to City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council Committee convened to discuss a recommendation regarding this solicitation.

**If a proposer fails to obey the guidelines regarding vendor communication during the Blackout Period, their proposal may be subject to disqualification.**

### **Section 5. Brand Names:**

Any catalog, brand name, or manufacturer's reference used in this solicitation is descriptive (and not restrictive) and is intended to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If proposing on other than reference specifications, the proposer must show the manufacturer, brand or trade name, lot number, etc., of what is being offered. If other than the brand(s) specified is offered, illustrations and complete descriptions should be submitted to the CITY. If a proposer takes no exceptions to the specifications or reference data, they will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first-class condition, and the manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

If the brochure or information included with the sealed proposal does not exactly describe the item to be furnished, then its variance should be annotated on Attachment B Exemptions.

### **Section 6. Cancellation:**

The CITY reserves the right to cancel this solicitation at any time for any reason and may re-solicit the goods and services identified herein.

### **Section 7. City Council Approval:**

Based on the results of this solicitation, any contract resulting from this solicitation may require the approval of the City Council of Missouri City, Texas.

### **Section 8. Clarification:**

The CITY reserves the right to contact a proposer to have them clarify their proposal or request additional information.

Failure of a proposer to respond promptly with the information requested by the CITY may result in their proposal being removed from further consideration by the CITY.

### **Section 9. Compliance with Laws:**

The successful proposer shall:

- Ensure all equipment, supplies, and work furnished under the contract resulting from this solicitation complies with all applicable State and Federal Laws, City Ordinances, and any other regulations; and,
- Seek, obtain, and pay (independent of the CITY), all permits, certificates, and licenses required and necessary for the performance of the work specified herein, and post any notice(s) required by law.

**Section 10. Contract:**

Exhibit C contains the terms and conditions of the proposed contract.

**Section 11. Damages:**

If the successful proposer is required to perform any work on the CITY's property, they shall be responsible for any damage(s) to the CITY's equipment or property while performing the work under the executed contract.

**Section 12. Discrepancies:**

A proposer who finds any ambiguities, errors, omissions, or inconsistencies in this solicitation should follow the instructions in Exhibit B Procurement Schedule regarding the submittals of questions.

**Section 13. Due Diligence:**

To protect the CITY's best interests, the CITY may require the proposer (before the award of any contract), to show that it has the ability, capacity, and financial resources to provide the services specified herein in a satisfactory manner. Consequently, by submission of a proposal in response to this solicitation, the proposer agrees to promptly furnish to the CITY all requested information.

The CITY may take whatever actions are proper and necessary to determine if the proposer has the ability, capacity, and final resources to provide the services specified herein in a satisfactory manner.

**Section 14. Equal Opportunity Employer:**

If awarded a contract as a result of this solicitation, the successful proposer acknowledges that they are an Equal Opportunity Employer, and they do not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

Should complaints of any form of discrimination, either in the dispensation of the service or within company hiring policies be substantiated, any contract issued as a result of this solicitation may be terminated immediately.

### **Section 15. Errors:**

A proposal that has been opened may not be changed to correct an error in the bid price. However, should there be an error between the unit price and the extension price, the unit price shall govern.

### **Section 16. Ethical Behavior:**

Proposers (and their authorized representatives/agents) will not engage in any behavior directly or indirectly that attempts to obtain favorable treatment concerning the outcome of this solicitation.

The CITY may, by written notice, cancel the contract without liability if it is determined by the CITY that a proposer who was awarded a contract engaged in unethical behavior.

### **Section 17. Evaluation Criteria:**

All responses will be evaluated by a Staff Evaluation Committee who will assign a raw score for each criterion using a 100-point scoring scale. The cumulative score will be determined by converting the raw score for each criterion into a weighted score using the applicable weighted percentage.

See Exhibit D Evaluation Criteria.

### **Section 18. Evaluation Process:**

See Exhibit E Evaluation Process.

### **Section 19. Exceptions:**

Any proposed exception(s) and/or modification(s) to any of the requirements or terms and conditions specified herein must be succinctly annotated on Attachment B Exceptions.

The CITY will review all statements annotated on Attachment B Exception to determine if they are in the best interests of the CITY, and reserves the right to accept, reject, modify, or negotiate any exceptions.

### **Section 20. Fees and Expenses:**

Any additional fees and expenses, unless specifically mutually agreed upon shall be the sole responsibility of the successful proposer.

### **Section 21. Form 1295 Certificate of Interested Parties:**

To comply with [§ 2252.908 of the Texas Government Code](#), this solicitation will require the proposer to comply with the Texas Ethics Commission requirements regarding the disclosure of interested parties.

Therefore, the CITY requires that your sealed proposal/package include a completed Form 1295 which can be obtained by going to <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

The CITY strongly encourages proposers to view the ***Instructional Video for Business Entities*** and read the Frequently Asked Questions.

Enter “24-043” as the Contract ID Number when prompted.

### **Section 22. Forms:**

All documents relating to this solicitation can be obtained from the websites listed in Exhibit B Procurement Schedule, and proposers are responsible for ensuring they have the complete solicitation (including any documents incorporated by reference) and understand the project requirements and terms and conditions specified herein.

Proposers should thoroughly review the documents provided and are encouraged to ask questions (per Exhibit B Procurement Schedule) about this solicitation. By doing so, the proposer is provided with an opportunity to obtain as much information as they deem necessary about this project to their satisfaction (including any potential difficulties), with the goal to submit to a complete, professional, and competitive proposal to the CITY.

It is up to the proposer to determine if any independent research is necessary in order to submit a complete, professional, and competitive proposal to the CITY.

### **Section 23. Freight:**

If the shipment and delivery of any item(s) are required, all prices quoted shall be Free On Board (“FOB”) Destination.

### **Section 24. Informalities:**

While evaluating the responses to this solicitation, the CITY may waive as an informality, any minor deviations in a proposer’s response provided such deviations do not affect a proposer’s competitive standing.

### **Section 25. Infringements:**

During the term of the contract, the CITY shall be protected from any claims involving infringement of patents or copyrights.

### **Section 26. Insurance:**

Refer to Section 12 of Exhibit C Draft Contract.

The successful proposer shall be liable for the health and safety of its employees while they are performing the work under the executed contract.

**Section 27. Interlocal Agreement:**

A Governmental entity that has an Inter-local Agreement with the CITY shall be allowed to utilize this contract if there is a mutual agreement between the entity and the contractor. Any usage by any entity of the contract is between the successful proposer and the individual entity, and shall not affect the award of a contract as a result of this solicitation.

**Section 28. Negotiations:**

The CITY may elect to negotiate with proposers to establish a contract that is most advantageous to the CITY.

All negotiations will be done in good faith, and conducted in a professional and business-like manner.

**Section 29. Notice To Proceed (NTP):**

The CITY may issue an NTP to the successful proposer(s), and they agree to abide by the requirements, and terms and conditions specified therein.

**Section 30. Pay:**

The CITY shall pay for acceptable products/services net thirty (30) days after acceptance of the required goods and/or services. Acceptance by the CITY occurs when the CITY is satisfied with the delivered products and/or services.

The CITY reserves the right to process payments by use of a corporate Procurement Credit Card ("P-Card") issued by J. P. Morgan Chase, and the proposer agrees not to charge the CITY any fees associated with the use of the P-Card.

**Section 31. Pricing:**

All risk and responsibility for pricing shall remain with the proposer, and all prices quoted shall be turnkey and remain firm during the term of the executed contract. Any deviation(s) from this requirement must be annotated on Attachment B Exceptions.

All prices submitted to the CITY will be developed independently and in a professional business-like manner that will not restrict competition.

The CITY is tax-exempt; consequently, quoted prices should not include taxes.

**Section 32. Proprietary Information:**

All responses to this solicitation received and opened by the CITY are subject to the Texas Government Code, Chapter 552, and will be made available to the public. Except for the prices which shall not be kept confidential, proposers seeking to keep any other portion(s) of their proposal confidential shall mark each that portion as "Proprietary". The CITY will, to the extent allowed by law, endeavor to protect such information from disclosure. The CITY may request a review and determination from the Attorney General's Office of the State of

Texas, of any contents marked as "Proprietary". A copyright notice or symbol is insufficient to identify proprietary or confidential information.

### **Section 33. Project Manager:**

Refer to Section 7 of Exhibit C Draft Contract.

### **Section 34. Proposer's Responsibility:**

At the time of the opening of the sealed responses, a proposer is assumed to have inspected/visited the job sites (if applicable), understand the scope of the project requirements, and be familiar with the terms and conditions of the proposed contract.

### **Section 35. Requirements:**

All goods and/or services offered (and subsequently delivered to the CITY), must meet or exceed the minimum specifications and requirements specified herein.

### **Section 36. Resubmission:**

A proposer may resubmit a proposal at any time, as long as it is received by the CITY in accordance with the requirements specified on page 1 of this solicitation, or any Amendment(s) issued by the CITY.

### **Section 37. Reservation of Rights:**

At a minimum, the CITY expressly reserves the right to:

- Reissue this solicitation;
- Reject or cancel any or all proposals;
- Specify approximate quantities in this solicitation;
- Extend the closing date and time of this solicitation;
- Procure the required good(s) or service(s) by other means;
- Add additional requirements, and terms and conditions to this solicitation;
- Reject a proposal that has material omissions and/or contains fraudulent information;
- Consider and accept alternate proposals if specified herein when it is most advantageous to the CITY;
- Reject any proposal containing exceptions, additions, qualifications, or conditions not called for in this solicitation; and/or,
- Reject any proposal from a proposer who is currently debarred or suspended by the City, State, or Federal Government.

The aforementioned is not all-inclusive but is intended to convey that the CITY will take the necessary steps to protect its best interests.

### **Section 38. Silence of Specifications:**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best



commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

### **Section 39. Site Visit:**

The CITY may visit a proposer's site/facility to determine firsthand if they have the capacity, resources, and personnel to perform the work specified herein.

### **Section 40. Submissions of Proposals:**

All responses to this solicitation become the property of the CITY, and they will not be returned to the proposer.

A proposal may be withdrawn (i.e., removed from further consideration) after it has been received by the CITY, provided a letter addressed to the City's Procurement Manager is e-mailed to [Bids@missouricitytx.gov](mailto:Bids@missouricitytx.gov) stating this request and the reason for the withdrawal.

The CITY will publicly open the sealed responses immediately after the due date specified on page 1 of this solicitation, or the date and time specified in any Amendment(s) issued by the CITY.

Proposers may attend the public opening of the sealed responses by reporting to the front desk at City Hall 1522 Texas Parkway Missouri City, Texas 77489, and letting the receptionist know of their desire to attend the opening of the sealed responses.

Proposals shall be opened to avoid disclosure of contents to competing offers, and only the name and location of the proposers will be announced. The CITY will not determine the successful proposer immediately after the proposals are opened.

All proposals submitted to the CITY shall be valid for a period of one hundred eighty (180) days from the specified due date.

### **Section 41. Submittals:**

The sealed envelope/package must contain a complete proposal that will provide the CITY with the requested services; consequently, it should include the following signed documents, and they must be submitted on a flash drive as one pdf adobe document in the following sequence:

- **Attachment A Proposal Cover Sheet**  
Note: Respondents can submit proposals for the following services which must clearly indicated on Attachment A:
  - The collection of delinquent property taxes;
  - The collection of delinquent property taxes and miscellaneous receivables; or,
  - The collection of collections of miscellaneous receivables.
- **Attachment B Exceptions**
- **Attachment C Customer Reference List**
- **Attachment D Questionnaire**

- [Attachment E Resident Certification](#)
- [Attachment F Application for Local Preference](#)
- [Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion \(Page 2 of 2 only\)](#)
- [Form 1295 Certificate of Interested Party](#)

Proposals that do not comply with the instructions specified herein and/or do not address the CITY's requirements may be removed from further consideration. However, the CITY reserves the right to accept said proposal if it is determined to be in the best interests of the CITY.

Incomplete responses may be deemed non-responsive and removed by the CITY from further consideration.

The CITY is not responsible or liable for any costs incurred (directly or indirectly) by a proposer relating to the development of a response to this solicitation, or the proposer's participation in any presentation(s) to the CITY.

#### **Section 42. Substitutions:**

Substitutions or deviations from the requirements or terms and conditions specified herein by the successful proposer(s) will not be accepted unless it has the prior written approval of the CITY.

#### **Section 43. Supplements:**

The following documents referenced in this solicitation are attached herein:

- **Attachment A Proposal Cover Sheet**
- **Attachment B Exceptions**
- **Attachment C Customer References**
- **Attachment D Questionnaire**
- **Attachment E Resident Certification**
- **Attachment F Application for Local Preference**
- **Attachment G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**
- **Exhibit A Scope of Services**
- **Exhibit B Procurement Schedule**
- **Exhibit C Draft Contract**
- **Exhibit D Evaluation Criteria**
- **Exhibit E Evaluation Process**

Proposers are responsible for ensuring they have the complete solicitation (including any documents incorporated by reference) and understand the project requirements and terms and conditions specified herein.

**Attachment A  
Proposal Cover Sheet**



**REQUEST FOR PROPOSAL (“RFP”) 24-043  
COLLECTION OF DELINQUENT PROPERTY TAXES, AND MISCELLANEOUS  
RECEIVABLES**

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**LEGAL NAME OF COMPANY**

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**PRIMARY CONTACT PERSON**

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**TITLE**

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**PRIMARY TELEPHONE/CELL NUMBER**

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**E-MAIL ADDRESS**

---

**COMPLETE MAILING ADDRESS**

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**CITY/STATE/ZIP CODE**

Per Section 41 Submittals, indicate which services you are proposing in response to this RFP:

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**Collection of Delinquent Property Taxes  
(Yes or No)**

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**Collection of Delinquent Property Taxes,  
and Miscellaneous Receivables  
(Yes or No)**

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**Collection of Miscellaneous Receivables  
(Yes or No)**

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**HISTORICALLY UNDERUTILIZED BUSINESS  
(YES OR NO)**

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**AUTHORIZED SIGNATURE**

**YES AS DEFINED BY [SECTION 2161.001](#) OF  
THE GOVERNMENT CODE.**

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**COMPANY TAX ID NO.**

**The above agrees to comply with the requirements and terms and conditions annotated in the above-referenced solicitation and is providing the documents and information identified in the Section entitled: “Submittals”.**

**Attachment B**  
**Exceptions**

The (insert name of your company) \_\_\_\_\_  
check one: **\*does not have** (  ) or **\*\*has** (  ) the following exceptions to the requirements specified  
in this solicitation:

\_\_\_\_\_  
**NAME OF AUTHORIZED INDIVIDUAL**

\_\_\_\_\_  
**SIGNATURE**

**Notes:**

**\*This Attachment must be completed even if there are no exemptions.**

**\*\* Attach additional sheets if necessary.**

**Attachment C**  
**Customer Reference List**

Provide three (3) former or current customers your Firm has provided services similar to the work specified in this solicitation:

**Customer Reference No. 1**

<b>Company Name:</b>	
<b>Complete Address:</b>	
<b>Name of Contact Person:</b>	
<b>Title of Contact Person:</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	
<b>Contract Award Date:</b>	
<b>Dollar Amount of Contract:</b>	
<b>Description of Services/Contract:</b>	

**Customer Reference No. 2**

<b>Company Name:</b>	
<b>Complete Address:</b>	
<b>Name of Contact Person:</b>	
<b>Title of Contact Person:</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	
<b>Contract Award Date:</b>	
<b>Dollar Amount of Contract:</b>	
<b>Description of Services/Contract:</b>	

**Customer Reference No. 3**

<b>Company Name:</b>	
<b>Complete Address:</b>	
<b>Name of Contact Person:</b>	
<b>Title of Contact Person:</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	
<b>Contract Award Date:</b>	
<b>Dollar Amount of Contract:</b>	
<b>Description of Services/Contract:</b>	

**Attachment D**

**Questionnaire**

**Debarment/Suspension Information:** Have you or any of the principal(s) of your company been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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**Surety Information:** Have you had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ if "Yes", state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

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**Bankruptcy Information:** Have you ever declared bankruptcy or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ if "Yes", state the date, court, jurisdiction, case number, amount of liabilities, and amount of assets.

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**Disciplinary Action:** Have you received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**Previous Contracts:**

Have you ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, the organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

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Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, the organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

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How many full-time employees does your company employ? \_\_\_\_\_

Do you plan to subcontract any portion of the work specified herein: Yes \_\_\_ No \_\_\_

If you plan to subcontract any portion of the work, are any of the subcontractors a Historically Underutilized Business as defined by [Section 2161.001](#) of the Government Code? If yes, please identify: \_\_\_\_\_

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**Attachment E**  
**Resident Certification**

Chapter 2252 of the Texas Government Code “CONTRACTS WITH GOVERNMENTAL ENTITY, SUBCHAPTER A. NONRESIDENT BIDDERS”:

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is:

- (1) Not less than the greater of the following: (A) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located; or (B) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed; or
- (2) Not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in: (A) the state in which the nonresident’s principal place of business is located; or (B) a state in which the nonresident is a resident manufacturer.

**Definitions**

- (3) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (4) "Governmental entity" includes a municipality.
- (5) "Nonresident bidder" refers to a person who is not a resident.
- (6) "Resident bidder" refers to a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that as defined in Texas Government Code, Chapter 2252 that:

Yes, I am a Texas Resident bidder

No, I am not a Texas Resident bidder

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

**SECRETARY OF STATE FILING NUMBER:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_



**Attachment F**

**Application for Local Preference Consideration**

Section 271.9051 (b) of the Texas Local Government Code  
“CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS IN  
CERTAIN MUNICIPALITIES”:

**If you DO NOT have your principal place of business located within the City of Missouri City,  
Texas – STOP – do not fill out this form.**

Texas Local Government Code Section 271.9051 (b): In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of the contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

**THIS “APPLICATION FOR LOCAL PREFERENCE CONSIDERATION” DOES NOT MEAN THE CITY OF MISSOURI CITY, TEXAS IS LIMITING RESPONSES TO THIS SOLICITATION ONLY TO THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL RESPONSES ARE WELCOME. THE CITY RESERVES THE RIGHT TO REJECT ALL RESPONSES.**

**INTERESTED FIRMS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE LIMITS CITY OF MISSOURI CITY, TEXAS.**

If your principal place of business is within the Missouri City, Texas limits AND you want to apply for local preference consideration, then you MUST:

1. **Complete this form; and**
2. ***Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of Missouri City, Texas that will be created if you are awarded this contract. Include the number of Missouri City, Texas residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Missouri City, Texas if you are awarded this contract.***

I certify that I am a local bidder.

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

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (DO NOT PUT P.O. MAILING ADDRESS):  
\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\*\*\* Read item #2 above BEFORE signing. \*\*\*

## Attachment G

### **Instructions For Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Federal Funding**

1. By signing and submitting this proposal and the certification form, the prospective participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No Procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility,  
And Voluntary Exclusion**

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

Location: \_\_\_\_\_

Solicitation No.: \_\_\_\_\_

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211).

**READ INSTRUCTIONS BEFORE COMPLETING THE CERTIFICATION**

- (1) The prospective participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this document that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- (2) Where the prospective participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit A

### **Scope of Services for Delinquent Property Tax Collection Services And Miscellaneous Receivables**

#### **BACKGROUND**

1. Miscellaneous Receivables include:
  - 1.1 Delinquent Solid Waste Fees  
(I.e., Homeowners who have not paid their trash collection fees to the City.)
  - 1.2 Delinquent Employee Fees  
(I.e., Former City Employees who have unpaid health insurance premiums.)
  - 1.3 Delinquent Fire Alarm Fees  
(I.e., Homeowners who have not paid their outstanding False Alarm Fire Fee to the City.)
  
2. Taxes owed to the CITY are based on the following dates, whichever occurs first:
  - 2.1 On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;
  - 2.2 On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to [TEX. TAX CODE § 33.42\(a\)](#);
  - 2.3 On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of the CITY's Tax Assessor-Collector;
  - 2.4 On the date of filing any claim in bankruptcy where recovery of the tax is sought;
  - 2.5 In the case of delinquent tangible personal property, on the 60<sup>th</sup> day after the February 1 delinquency date; or,
  - 2.6 On July 1 of the year in which the taxes become delinquent.

#### **GENERAL**

3. The selected proposer (i.e. Firm) will be required to:
  - 3.1 Provide all the required personnel, data processing, and any other resources needed to process and collect the CITY's delinquent property taxes

- 3.2 Take reasonable and necessary actions to collect property taxes that are owed to the CITY;
- 3.3 Attempt to achieve the highest rate of recovery possible. Contact attempts shall include mailings, utilizing skip tracing, and/or other responsible and legal steps to contact the debtor;
- 3.4 Guarantee that every defendant will be dealt with in a professional and courteous manner;
- 3.5 Use due diligence, reasonable and ethical methods, and employ lawful means to effect collection on the CITY's outstanding cases, and adhere to all Federal and state laws governing collections;
- 3.6 Be responsible for obtaining all required permits, licenses, and bonding to comply with pertinent regulations and municipal, county, state, and federal laws;
- 3.7 Operate in compliance with the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act and all other laws applicable to debt collection activity;
- 3.8 Submit written scripts for telephone contacts and written communications for final approval by the CITY for collection services, and pay all costs related to the telephone contact and written communications;
- 3.9 Attempt to contact the defendant named in any case or warrant submitted for collection services. Telephone contact attempts shall be limited to between the hours of 8:00 A.M. and 9:00 P.M. Central Standard Time (CST), Monday through Saturday. **No Sunday contacts shall be attempted;**
- 3.10 Ensure that no employee of the Firm will represent themselves as an employee of the CITY, or any law enforcement agency. Any representation shall be as an employee of the Firm;
- 3.11 Have a disaster recovery plan to protect the CITY's receivables and the confidentiality of the information contained therein; and,
- 3.12 Maintain separate files for each account for inspection purposes. All records pertaining to the operation of this collection service shall, upon reasonable notice, be open for inspection and/or audit by the CITY at any or all reasonable times.

## **BONDING**

4. The Firm shall maintain, at its own expense, during the term of the contract, the following bonds:
  - 4.1 \$10,000 Statutory Collection Agency Bond;
  - 4.2 \$500,000 Comprehensive Dishonesty and Destruction Bond; and,
  - 4.3 \$25,000 Depositor's Forgery Bond.

## **CONFIDENTIALITY**

5. The Firm shall keep all information supplied by the CITY confidential. The CITY will notify the Firm of information deemed confidential, as appropriate.
6. All data made available to the Firm by the CITY and/or its agent are and remain the property of the CITY and will be treated as confidential information. All listings, which may reveal names or identification number of individuals, if not returned to the CITY must be properly destroyed so as to keep such information confidential.

## **COMPENSATION**

7. As compensation for the services required herein, the CITY will pay the Firm a mutually agreed-upon percentage of all taxes, and penalties, collected and paid during the term of the contract.
8. The Firm will seek recovery of municipal special assessment liens owed to the CITY in lawsuits filed for the collection of delinquent property taxes. The Firm will provide this additional collection service at no cost to the CITY.
9. The CITY, through the Fort Bend County Tax Office, shall pay the Firm by the twentieth (20<sup>th</sup>) day of each month, all compensation earned by the Firm for the previous month as provided herein. The compensation shall be distributed on behalf of the CITY by the Fort Bend County Tax Office, by virtue of the CITY designating the Fort Bend County Tax Office as its agent for collection services under the Texas Property Tax Code. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty, and interest is made to the collector.
10. The Firm shall submit an invoice on a monthly basis along with a monthly statement listing the account numbers, names, dollar amount collected and collection fee of all payments received by the CITY. The invoice should be sectioned according to account type with sub-totals and total dollar amounts. The dollar amount collected should be tied to collections received by the CITY, and it will remit payment net thirty (30) days.
11. Pay the full amount of collection to the CITY and the Firm will invoice the City for the collection fees.

## **REPORTING**

12. The Firm shall provide:
  - 12.1 Routine, detailed account information to the CITY each month and shall provide summary information to the CITY as required in a format mutually agreed upon;
  - 12.2 Monthly reports, or provide to the CITY the ability to download, detailing the status of each account, including the customer name and number, the beginning balance, collections received during the month, beginning balance, collections received during the month, current balance, and collection status by the 10th of each month; and,
  - 12.3 Maintain complete and accurate records of collection service transactions in accordance with accepted industry accounting practices and shall keep in a safe place all financial records and statements pertaining to the collection agency service operations for the CITY for a period of five (5) years from the close of each year's operations.
13. At the request of the CITY, the Firm shall meet with the CITY to review each invoice, explain charges, discuss problems, and mutually agree upon a course of action which may be required to provide improved control and/or service.

## **RESTRICTIONS**

14. The Firm will not:
  - 14.1. Initiate legal proceedings on any account without prior written authorization by the CITY;
  - 14.2 Engage the services of any person employed by the City without the prior written authorization of the CITY;
  - 14.3 Use any threats, intimidation, or harassment of the debtor in the collection of said accounts; nor violate any guidelines as may be established by Federal and State law;
  - 14.4 Disclose to parties other than the Firm's employees on a need to know basis for the purpose of contract performance and to the defendant; and,
  - 14.5 Disclose social security numbers, driver's license numbers or any other information deemed confidential by the CITY to anyone other than the defendant.

## **SUBCONTRACTING**

15. All subcontractors shall receive the prior approval of the CITY.

## SUPPLEMENTAL REQUIREMENTS

### 16. The CITY:

- 16.1 May from time to time specify in writing additional actions to be taken by the successful proposer (i.e., Firm) in connection with the collection of taxes that are owed to the CITY;
- 16.2 Appoints the Firm as the CITY's attorney to sign all legal instruments, pleadings, drafts, authorizations, and papers as reasonably necessary to prosecute the CITY's claim for delinquent property taxes;
- 16.3 Makes no guarantee as to the number, type, dollar amount, or collectability of delinquent property tax services during the term of the contract; and,
- 16.4 Has the right to final editorial approval of all printed formats of collection notices and telephone scripts used by the Firm for the collection of past-due accounts.



## Exhibit B

### Procurement Schedule

Item	Event	Date
1	Legal Posting in Fort Bend Independent Newspaper	<b>March 6, 2024</b>
2	Posting of all documents relating to this solicitation on the following websites: <ul style="list-style-type: none"><li>• <a href="http://www.txsmartbuy.com/esbd">http://www.txsmartbuy.com/esbd</a></li><li>• <a href="https://www.demandstar.com">https://www.demandstar.com</a></li><li>• <a href="https://www.periscopeholdings.com/s2g">https://www.periscopeholdings.com/s2g</a></li></ul>	<b>March 6, 2024</b>
3	Deadline for the Submittal of <b>Round 1</b> Written Questions and/or any discrepancies per Section 12 of the solicitation to <a href="mailto:Bids@MissouriCitytx.gov">Bids@MissouriCitytx.gov</a> .  ( <b>Note:</b> Questions must be submitted on your company letterhead, addressed to the City’s Procurement Manager, dated, and reference “ <b>RFP 24-043</b> ”. The CITY will not respond to comments, suggestions, or observations about this project.)	<b>3 P.M. CDT March 15, 2024</b>
4	Posting of Answers to <b>Round 1</b> Written Questions on the following websites: <ul style="list-style-type: none"><li>• <a href="http://www.txsmartbuy.com/esbd">http://www.txsmartbuy.com/esbd</a></li><li>• <a href="https://www.demandstar.com">https://www.demandstar.com</a></li><li>• <a href="https://www.periscopeholdings.com/s2g">https://www.periscopeholdings.com/s2g</a></li></ul> ( <b>Note:</b> You are encouraged to monitor the websites for any Amendments that may affect this solicitation.)	<b>3 P.M. CDT March 20, 2024</b>

Item	Event	Date
5	<p>Deadline for the Submittal of <b>Round 2</b> Written Questions and/or any discrepancies per Section 12 of the solicitation to <a href="mailto:Bids@MissouriCitytx.gov">Bids@MissouriCitytx.gov</a>.</p> <p>(<b>Note:</b> Questions must be submitted on your company letterhead, addressed to the City’s Procurement Manager, dated, and reference “<b>RFP 24-043</b>”. The CITY will not respond to comments, suggestions, or observations about this project.)</p>	<p><b>3 P.M. CDT March 27, 2024</b></p>
6	<p>Posting of Answers to <b>Round 2</b> Written Questions on the following websites:</p> <ul style="list-style-type: none"> <li>• <a href="http://www.txsmartbuy.com/esbd">http://www.txsmartbuy.com/esbd</a></li> <li>• <a href="https://www.demandstar.com">https://www.demandstar.com</a></li> <li>• <a href="https://www.periscopeholdings.com/s2g">https://www.periscopeholdings.com/s2g</a></li> </ul> <p>(<b>Note:</b> You are encouraged to monitor the websites for any Amendments that may affect this solicitation.)</p>	<p><b>3 P.M. CDT April 9, 2024</b></p>
7	<p>Due Date for Sealed Responses</p> <p>(<b>Note:</b> See page 1 where to send the sealed responses, and the Terms and Conditions for the required Submittal Documents.)</p>	<p><b>3 P.M. CDT April 26, 2024</b></p>



EXHIBIT C

DRAFT PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between the undersigned, \_\_\_\_\_ ("CONTRACTOR"), located at \_\_\_\_\_ and the City of Missouri City ("CITY"), Texas, a municipal corporation of the State of Texas, located at 1522 Texas Parkway, Missouri City, Texas 77489.

**Section 1. Services:** CONTRACTOR will perform the designated services and/or provide the designated products as set forth in **Exhibit A** ("Services"), which is attached hereto and incorporated for all purposes. The work under this Agreement shall be completed as detailed in **Exhibit A**. The terms and conditions of this Agreement take precedence over all exhibits and attachments.

**Section 2. Term and Termination:** This Agreement shall begin upon date of execution and shall terminate \_\_\_\_\_. After the initial term, this Agreement shall be deemed renewed automatically each year for up to three (3) additional, one-year terms, unless the CITY or the CONTRACTOR elects not to renew this Agreement with thirty (30) days written notice.

This Agreement may be terminated, upon thirty (30) days written notice, by the CITY without cause or by the CONTRACTOR for cause. This Agreement may be terminated immediately by the CITY for cause. Upon termination, CITY shall pay CONTRACTOR, at the rate set out in **Exhibit B**, attached hereto and incorporated herein for all purposes, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse CONTRACTOR for any services performed or for expenses incurred by CONTRACTOR after the date of the termination notice that could have been avoided or mitigated by CONTRACTOR.

**Section 3. Compensation:** The CONTRACTOR shall be paid for the services as set forth in **Exhibit A**. The CITY shall pay the CONTRACTOR in accordance with the Texas Government Code, Chapter 2251.

For and in consideration of the services provided by the CONTRACTOR pursuant to this Agreement, the CITY shall pay the CONTRACTOR the amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_.00).

The CONTRACTOR must submit invoices for all goods and/or services, and such invoices must include dates and hours of service and details of services provided. Invoices must reference the executed contract number or purchase order number. Invoices shall be submitted to the City staff members as noted in **Section 20** or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY shall be under no obligation to pay for services rendered without prior authorization. Invoices shall also be submitted electronically to Accounts Payable [accountspayable@missouricitytx.gov](mailto:accountspayable@missouricitytx.gov) with a copy to the

The CONTRACTOR shall be provided a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY. When the CITY believes there is



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### DRAFT PROFESSIONAL/CONSULTING SERVICES AGREEMENT

an error on the invoice received from CONTRACTOR, the CITY has until the twenty-first (21<sup>st</sup>) day after receipt to notify the vendor of the dispute. If resolved in favor of the CITY, the vendor must submit a new invoice and the CITY has thirty (30) days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date on which the invoice would have become overdue.

**Section 4. Expenses:** CONTRACTOR **will not** be reimbursed for travel-related expenses incurred in the pursuit of this Agreement unless they are specified in **Exhibit A**. Documentation, which shall consist of original receipts, of costs, including, but not limited to, hotel and transportation costs, shall be provided by the CONTRACTOR for all expenses incurred in the performance of this Agreement, except mileage from the CONTRACTOR's personal automobile.

**Section 5. Limit of Appropriation and Fiscal Funding.** The CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY. The CITY'S fiscal year is October 1 through September 30. If this Agreement extends beyond September 30<sup>th</sup>, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CITY.

**Section 6. Relationship of the Parties:** CONTRACTOR is an independent contractor and is not an employee, partner, joint venture, or agent of CITY. CONTRACTOR understands and agrees that he/she will not be entitled to any benefits generally available to City of Missouri City employees. CONTRACTOR shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

**Section 7. Authority of City Project Manager:** All Services to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager, namely the City Manager or his/her designee. The CITY'S project manager shall decide any and all questions, which may arise as to the quality or acceptability of the services performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

**Section 8. Intellectual Property:** This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may



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be edited at any time within the CITY's discretion without liability to Contractor. If the work would not be considered a work-for-hire under applicable law, CONTRACTOR hereby assigns, transfers, and conveys any and all rights, title and interest to CITY, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the right to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. CONTRACTOR shall not sell, disclose or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the CONTRACTOR hereby waives and appoints CITY to assert on the CONTRACTOR's behalf the CONTRACTOR's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for CITY purposes.

**Section 9. Confidentiality:** During the term of this Agreement, CONTRACTOR may come in contact with confidential information of CITY. CONTRACTOR agrees to treat as confidential the information or knowledge that becomes known to CONTRACTOR during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. CONTRACTOR shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in CONTRACTOR's possession or control. CONTRACTOR shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the engagement of CONTRACTOR without the prior written approval of CITY.

**Section 10. Warranties and Representations:** CONTRACTOR warrants and agrees that CONTRACTOR shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, CONTRACTOR warrants and agrees that CONTRACTOR will perform the Services in compliance with all CITY rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

**Section 11. Licenses/Certifications:** CONTRACTOR agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

**Section 12. Performance/Qualifications and Assignment:** CONTRACTOR agrees and represents that CONTRACTOR has the personnel, experience, and knowledge necessary to qualify CONTRACTOR for the particular duties to be performed under this Agreement. CONTRACTOR warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to



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this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

### **\*\*IF CONTRACTOR IS AN ARCHITECT OR ENGINEER**

**Section 12. Performance/Qualifications and Assignment:** CONTRACTOR agrees and represents that CONTRACTOR has the personnel, experience, and knowledge necessary to qualify CONTRACTOR for the particular duties to be performed under this Agreement. CONTRACTOR warrants that all services performed under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license. The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**Section 13. Insurance Requirements:** If required, as indicated below, the CONTRACTOR shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the CONTRACTOR'S liability as may arise or cause, directly or indirectly, from work performed under terms of this Agreement.

If applicable, one or more current certificates of liability insurance is required to be submitted to the Purchasing Office before the CITY will enter into a contract with the CONTRACTOR. The Certificate(s) of Insurance shall be an attachment to this Agreement. **See Exhibit \_\_\_.**

### POLICY REQUIREMENTS (CHECK ALL THAT APPLY)

The CONTRACTOR and all subcontractors performing work for the CONTRACTOR under this Agreement shall furnish one or more completed insurance certificates to the CITY prior to the effective date of the Agreement, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

- Comprehensive General Liability Insurance including Products and Completed Operations and Personal and Advertising Injury with limits of liability of not less than: Bodily Injury in the amount of \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence, and \$2,000,000.00 aggregate; Property Damage in the amount of \$1,000,000.00 per each occurrence;





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- Commercial Automobile Liability Insurance in the amount of \$1,000,000 for a Combined Single Limit;
- Worker's Compensation Insurance with a limit of not less than \$1,000,000.00, as required by laws and regulations applicable to and covering employees of CONTRACTOR engaged in the performance of the work under this Agreement;
- Employers Liability Insurance with a limit of not less than \$100,000.00, protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship;
- Professional Liability Insurance in the amount of \$1,000,000 per occurrence;
- Builder's Risk Insurance in the amount of the construction cost, including protection against named windstorm and flood;
- Medical Malpractice Insurance in the amount of \$1,000,000 per occurrence;
- Excess Liability Insurance for Comprehensive General Liability, Comprehensive Automobile Liability or any other coverages afforded by the policies required above, with the minimum limits of \$5,000,000.00 in excess of specified limits.

The CITY shall be entitled, upon request and without expense, to receive copies of the certificate(s) of insurance and the required polic(ies) and endorsement(s).

The CONTRACTOR agrees, with respect to the above required insurance, that all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- (a) The CONTRACTOR shall notify the CITY of any change in the required coverage or cancellation, and shall give such notices not less than thirty (30) days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;
- (b) The CONTRACTOR shall provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;
- (c) The CONTRACTOR shall provide for notice to the CITY at the address shown in this Agreement;
- (d) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the CITY, its officers,



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employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement; and

- (e) The CITY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the CITY. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

**COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY RISK MANAGER AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

### NOTICES

All notices shall be given to the CITY at the following address in the manner provided in Section 20:

City of Missouri City, Texas  
ATTN: Tina Chenier  
Risk Manager  
1522 Texas Parkway  
Missouri City, Texas 77489  
Phone No.: 281-403-8682  
E-Mail: [Tina.Chenier@Missouricitytx.gov](mailto:Tina.Chenier@Missouricitytx.gov)

### APPROVAL

Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

**Section 14. Indemnification and Limitation of Liability:** Except as provided herein, CONTRACTOR shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of CONTRACTOR or any agent, employee, subcontractor, or supplier of CONTRACTOR in the execution or performance of this contract. If any action or proceeding shall be brought by or against the CITY in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the CITY, shall defend the CITY against such action or proceedings at





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CONTRACTOR's expense, by or through attorneys reasonably satisfactory to the CITY. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement.

### **\*\*IF CONTRACTOR IS AN ARCHITECT OR ENGINEER**

**Section 14. Indemnification:** Except as provided herein, CONTRACTOR shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, to the extent arising out of, connected with, or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier, committed by the CONTRACTOR or the CONTRACTOR's agent, consultant under contract, or another entity over which the CONTRACTOR exercises control in the execution or performance of this contract. If any action or proceeding shall be brought by or against the CITY in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, except for instances in which such claim is wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY's agent, the CITY's employee, or other entity, excluding CONTRACTOR or CONTRACTOR's agent, employee, or subconsultant, over which the CITY exercises control, the CONTRACTOR, on notice from the CITY, shall defend the CITY against such action or proceedings at CONTRACTOR's expense, by or through attorneys reasonably satisfactory to the CITY. In the event that a claim is wholly or partly on the negligence of, fault of, or breach of contract by the CITY, Contractor is responsible for the CITY's reasonable attorney's fees in proportion to the engineer's liability. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. The indemnities provided pursuant to this Section 14 shall be subject to Texas Local Government Code Chapter 271.904.

**Section 15. Force Majeure:** Neither the CONTRACTOR, its suppliers nor the CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, epidemics, acts of God, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts, including, but not limited to, measures taken to address or contain disease outbreaks, or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the CITY may cancel the contract without penalty.

**Section 16. Jurisdiction and Venue:** CITY and CONTRACTOR agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Fort Bend County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

**Section 17. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited.** Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by



**DRAFT PROFESSIONAL/CONSULTING SERVICES AGREEMENT**

the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**Section 18. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

**Section 19. Severability:** In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of such provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**Section 20. Address and Notices and Communication:** The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

All notices and communications under this Agreement shall be sent to the following address:

City of Missouri City  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Missouri City, Texas 774\_9  
[@missouricitytx.gov](mailto:_____@missouricitytx.gov)



EXHIBIT C

DRAFT PROFESSIONAL/CONSULTING SERVICES AGREEMENT

Phone: 281.403.\_\_\_\_\_

**Section 21. Authority:** CONTRACTOR warrants and represents that CONTRACTOR has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

**\*\*IF CONTRACT EXCEEDS \$1 MILLION OR REQUIRES COUNCIL AUTHORIZATION**

**Section 21. Conflict of Interest and Disclosure of Interested Parties:** CONTRACTOR warrants, represents, and agrees that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with CONTRACTOR's performance of the services hereunder. CONTRACTOR further warrants and affirms that no relationship or affiliation exists between CONTRACTOR and CITY that could be construed as a conflict of interest with regard to this Agreement.

Pursuant to Section 2252.908, Texas Government Code, CONTRACTOR further warrants that CONTRACTOR has submitted a disclosure of interested parties to the CITY. Additional information and the form to be used to file this notice can be found at:

<https://www.ethics.state.tx.us/filinginfo/1295/>.

**\*\*IF CONTRACTOR HAS MORE THAN 10 FULL-TIME EMPLOYEES AND CONTRACT EXCEEDS \$100,000, FOLLOWING THREE SECTIONS APPLY**

**Section 22. Prohibition on Boycotting Israel.** Pursuant to Section 2271.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

**Section 23. Prohibition on Discriminating against a Firearm Entity or Trade Association.**

Pursuant to Section 2274.002 of the Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**Section 24. Prohibition on Boycotting Energy Companies.**

Pursuant to Section 2276.002 of the Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

**[SIGNATURES ON THE FOLLOWING PAGE]**



EXHIBIT C  
DRAFT PROFESSIONAL/CONSULTING SERVICES AGREEMENT

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Kevin M. Coleman, MS, C.P.M., Procurement Manager

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

Legal: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved to Form

Risk Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR**

**CITY OF MISSOURI CITY, TEXAS**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit D

### **Collection of Delinquent Property Taxes, and Miscellaneous Receivables Evaluation Criteria**

Provide a Letter of Transmittal. At a minimum, it should include the names, titles, addresses, and telephone numbers of persons who are authorized to make representations on behalf of the respondent.

A statement that the person signing the letter of transmittal is authorized to legally bind the respondent; that the proposal contain therein shall remain firm for a period of one hundred-eighty (180) days, and the Proposal will comply with the requirements set forth in this solicitation. (Unless otherwise annotated on **Attachment B.**)

This portion of the proposal should be labeled “**Proposer’s Qualifications**”.

Provide an executive summary. At a minimum, it should succinctly communicate the Firm’s history, background information, the type(s) of service(s) that can be provided to the “CITY”, and understanding of the requirements of this solicitation.

Identify those internal (i.e., “in-house”) or external resources that will be used to provide the “CITY” with the required services. Provide all current applicable company certifications and/or licenses that are relevant to the type of service specified herein.

Indicate the number of administrative and/or professional employees that will ensure the “CITY” is provided with the services specified herein. Submit the names and qualifications of key personnel who will be directly responsible for ensuring the “CITY” is receiving the services specified herein. Provide financial statements (e.g., balance sheets, income statements, etc.) comprising the last two (2) years which demonstrate the Firm has the financial wherewithal to provide the “CITY” with the services specified herein.

**Note:** The Staff Evaluation Committee will use the following scoring matrix to assign a raw score relative to a Proposer’s response to **Criteria 1:**

#### **Evaluation Criteria 1: “Proposer’s Qualifications/Responsiveness (Published Weight: 20%)**

<b>Score (Raw Data)</b>	<b>Rating</b>	<b>Definition</b>
<b>90 – 100</b>	<b>Excellent</b>	The Proposer has the qualifications and resources to perform the required services that will exceed the requirements specified in this solicitation, provided a complete response, and took no exceptions to the Scope of Services and the terms and conditions contained herein.
<b>80 - 89</b>	<b>Good</b>	The Proposer has the qualifications and resources to perform the required services specified in this solicitation, provided a complete response, and took a few exceptions to the Scope of Services and the terms and conditions contained herein.
<b>70 - 79</b>	<b>Acceptable</b>	The Proposer may possess the qualifications and resources to perform the required services specified in this solicitation, may have provided a complete response, and took some exceptions to the Scope of Services and the terms and conditions contained herein.
<b>50 - 69</b>	<b>Marginal</b>	The Proposer may not possess the qualifications and resources to perform the required services specified in this solicitation, provided an incomplete response, and took many exceptions to the Scope of Services and the terms and conditions contained herein.
<b>0 – 49</b>	<b>Unsatisfactory</b>	The Proposer does not possess the qualifications or resources to perform the services specified in this solicitation and provided an incomplete response.

**Evaluation Criteria 2: “Company Experience” (Published Weight: 20%)**

This portion of the proposal should be labeled “Company Experience”.

Thoroughly describe your experience in performing the required services specified herein.

To supplement the information required per **Attachment C**, it is preferred that you list references that are public entities or non-profit organizations. At a minimum, indicate for each of the references if the award of the contract was done on a competitive basis, and if not, what methodology was used to engage your Firm. Describe if the services were performed with existing in-house resources and/or if external resources were utilized.

Indicate what professional development/training your Firm uses to ensure the employees are proficient relative to the type of services specified herein, how you stay current on changes to applicable regulations, and propose best practices.

Note: The Staff Evaluation Committee will use the following scoring matrix to assign a raw score relative to your Firm’s response to **Criteria 2**:

<b>Score (Raw Data)</b>	<b>Rating</b>	<b>Definition</b>
<b>90 – 100</b>	<b>Excellent</b>	The Proposer is an established Firm with a wide breadth of experience and a successful track record in providing the services specified herein.
<b>80 - 89</b>	<b>Good</b>	The Proposer is an established Firm with a breadth of experience and a successful track record in providing the services specified herein.
<b>70 - 79</b>	<b>Acceptable</b>	The Proposer may not be an established Firm with a breadth of experience and a track record in providing the services specified herein.
<b>50 - 69</b>	<b>Marginal</b>	The Proposer is not an established Firm with a breadth of experience and a successful track record in providing the services specified herein.
<b>0 – 49</b>	<b>Unsatisfactory</b>	The Proposer does not possess the experience to perform the services specified in this solicitation.

**Evaluation Criteria 3: “Collection Procedures” (Published Weight: 20%)**

This portion of the proposal should be labeled “Collection Procedures/Project Methodology”.

Thoroughly describe the approach that will be used to provide the “CITY” with the services specified herein. At a minimum, it should include any assumptions, any task(s) the “CITY” may be required to perform (other than those specified in the Scope of Service), the role(s) of any external resources that may be used (if applicable), that are needed to provide the “CITY” with the required services specified herein.

Propose a detailed work plan, and anticipated project timelines.

Specify how the “CITY’s” account will be managed, and describe how confidential information will be handled, and the technology that will be used to provide the “CITY” with the required services specified herein.

Note: The Staff Evaluation Committee will use the following scoring matrix to assign a raw score relative to your Firm’s response to **Criteria 3**:

<b>Score (Raw Data)</b>	<b>Rating</b>	<b>Definition</b>
<b>90 – 100</b>	<b>Excellent</b>	The Proposer provided a professional comprehensive project methodology that has a high probability that all of the required services will be met or exceeded. The approach does not place additional requirements on the “CITY”, all services can be performed via existing internal resources, and the management of the account will be done in a manner that is in the best interests of the “CITY”.
<b>80 - 89</b>	<b>Good</b>	The Proposer provided a professional comprehensive project methodology that has a high probability that many of the required services will be met or exceeded. The approach does not place additional requirements on the “CITY”, all services can be performed via existing internal and external resources, and the management of the account will be done in a manner that is in the best interests of the “CITY”.
<b>70 - 79</b>	<b>Acceptable</b>	The Proposer may have provided a professional comprehensive project methodology that has the probability that some of the required services may be met or exceeded. The approach may have place additional requirements on the “CITY”, all services may be performed via existing internal and external resources, and the management of the account will be done in a manner that may be in the best interests of the “CITY”.
<b>50 - 69</b>	<b>Marginal</b>	The Proposer may not have provided a professional comprehensive project methodology that has the probability that at least one of the required services may be met. The approach may have placed additional requirements on the “CITY”, all services may not be performed via existing internal and external resources, and the management of the account may not be in the best interests of the “CITY”.
<b>0 – 49</b>	<b>Unsatisfactory</b>	The Proposer did not provide an acceptable Project Methodology.

**Evaluation Criteria 4: “Management Reports/Reporting Capacity” (Published Weight: 20%)**

This portion of the proposal should be labeled “Management Reports/Reporting Capacity”.

Provide sample reports showing the Firm has the capability to provide the “CITY” with account information per Section 12 of Exhibit A.

<b>Score (Raw Data)</b>	<b>Rating</b>	<b>Definition</b>
<b>90 – 100</b>	<b>Excellent</b>	The sample reports demonstrate the proposer has the technical capability to provide data analytics that will exceed all of the reporting requirements specified in this solicitation.
<b>80 - 89</b>	<b>Good</b>	The sample reports demonstrate the proposer has the technical capability to provide data analytics that will meet all of the reporting requirements specified in this solicitation.
<b>70 - 79</b>	<b>Acceptable</b>	The sample reports demonstrate the proposer may have the technical capability to provide data analytics that may meet the reporting requirements specified in this solicitation.
<b>50 - 69</b>	<b>Marginal</b>	The sample reports demonstrate the proposer may not have the technical capability to provide data analytics that may not meet the reporting requirements specified in this solicitation.
<b>0 – 49</b>	<b>Unsatisfactory</b>	The sample reports demonstrate the proposer does not have the technical capability to provide data analytics that will meet the requirements of this solicitation.

**Evaluation Criteria 5: Fee Structure & Clearance Rates (Published Weight: 20%)**

This portion of the proposal should be labeled “Fees and Rates”.

Propose how the Firm will be compensated for providing the requested services.



## Exhibit E

### Evaluation Process

The following is an overview of the CITY's evaluation process relative to this solicitation:

1. An Evaluation Committee comprised of CITY employees will independently evaluate and score the responses to this solicitation that are received by the specified due date using the published Evaluation Criteria in this solicitation. The Evaluation Committee may use subjective judgments during the evaluation of the proposals.
  - A proposer may be contacted for them to clarify their proposal.
2. The scores from the CITY's Evaluation Committee will be tabulated to identify those proposal(s) with the highest scores. (I.e., those within a competitive range). They represent those proposer(s) who are qualified to receive a contract as a result of this solicitation.
3. Proposer(s) with the highest scores may qualify to be a "short list", and may be invited to present the specifics of their proposal to the CITY's Evaluation Committee and to other key CITY staff.
  - Proposer(s) invited to a presentation are expected to use that opportunity to convey to the CITY their understanding of the project requirements and elucidate that they have the capacity, resources, experience, and project methodology/approach to meet or exceed the CITY's requirements.
4. Subsequent to any presentations, scores may be revised to establish a final ranking of the short-listed proposers.
5. The CITY may negotiate with the short-listed proposers, and/or solicit their Best and Offer ("BAFO") for the purposes of awarding a contract that represents the best value for the CITY.
  - A BAFO may entail the revision of the original proposal that was submitted to the CITY, and it represents the last opportunity for the proposer to submit their most favorable proposal to the CITY. A BAFO shall be submitted to the CITY in a timely manner.
6. The CITY will execute the contract subsequent to the approval of the City Council of Missouri City, Texas.