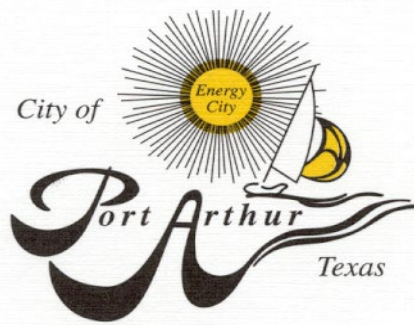


CHARLOTTE M. MOSES, MAYOR  
HAROLD L. DOUCET, SR.,  
MAYOR PRO TEM

COUNCIL MEMBERS:  
WILLIE BAE LEWIS, JR.  
TIFFANY L. HAMILTON EVERFIELD  
DONEANE BECKCOM  
THOMAS KINLAW, III  
DONALD FRANK, SR.



RONALD BURTON, CPM  
CITY MANAGER

SHERRI BELLARD, TRMC  
CITY SECRETARY

ROXANN PAIS COTRONEO  
CITY ATTORNEY

**July 18, 2025**

**REQUEST FOR PROPOSAL  
COLLECTION OF FEES FOR FINANCE DEPARTMENT**

**DEADLINE:** Sealed proposal submittals must be received and time stamped by **3:00p.m., Central Standard Time, Wednesday, August 13, 2025** (The clock located in the City Secretary's office will be the official time.) All proposals received will be read aloud at **3:15 p.m. on Wednesday, August 13, 2025** in the City Council Chambers, City Hall, 5<sup>th</sup> Floor, Port Arthur, TX. Proposals will be opened in a manner to avoid public disclosure of contents; however, only the names of proposers will be read aloud.

**MARK ENVELOPE:** P25-072

**DELIVERY ADDRESS:** Please submit **one (1) original and three (3) exact duplicate copies and USB** of your **RFP** to:

CITY OF PORT ARTHUR  
CITY SECRETARY  
P.O. BOX 1089  
PORT ARTHUR, TEXAS 77641

**or**

CITY OF PORT ARTHUR  
CITY SECRETARY  
444 4TH STREET, 4<sup>th</sup> Floor  
PORT ARTHUR, TEXAS 77640

**POINTS OF CONTACT:**


Questions concerning the **Request for Proposal** should be directed **in writing** to:

City of Port Arthur, TX  
Clifton Williams, Purchasing Manager  
P.O. Box 1089  
Port Arthur, TX 77641  
[clifton.williams@portarthurtx.gov](mailto:clifton.williams@portarthurtx.gov)

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying General Instructions are for your convenience in submitting proposals for the enclosed referenced services for the City of Port Arthur.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL PROPOSALS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted RFP submittals will not be accepted.

A handwritten signature in cursive script that reads "Clifton Williams".

Clifton Williams  
Purchasing Manager

**REQUESTS FOR PROPOSALS  
COLLECTION OF FEES FOR FINANCE DEPARTMENT  
(To be Completed ONLY IF YOU DO NOT BID.)**

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if you are removed you will be reinstated upon request.

**In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.**

**NO BID is submitted:**    \_\_\_\_ this time only            \_\_\_\_ not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
City, State, Zip Code:	Date:

**City of Port Arthur**  
**Request for Proposals**  
**COLLECTION OF FEES FOR FINANCE DEPARTMENT**

**OBJECTIVE**

The City of Port Arthur, Texas, is soliciting proposals for Finance Department collection services. It is, but are not limited to, the CITY's desire to contract with one company to collect delinquent payments owed to the City. They include Utility Operations, Pleasure Island, and Landfill.

The Offeror submitting the successful proposal must clearly demonstrate its ability to provide immediate and consistent efforts in collections and provide a timely return of the dollars collected.

**SCOPE OF WORK**

1. The City will provide files electronically to the successful Contractor (hereinafter referred to in this section as "Contractor") of those persons having outstanding City of Port Arthur fees. This information can include, but is not limited to the following:
  - a) Person's name, personal identifiers and driver license number, last known residential address, last known telephone number, date, amount of fee, amount paid (if any), amount due, and if applicable.
  - b) CITY will provide current file layouts. Electronic transfer of data must include the Contractor having a PC that enables the City of Port Arthur to a secured email attachment or upload on the Internet via secure FTP. The Contractor must be able to receive and return files securely back and forth between CITY and Contractor.
  - c) It will be the Contractor's responsibility to assure compatibility of CITY's data files and transmittal medium to the Contractor's computer system. The Contractor shall bear all costs, if necessary, for data conversion to make the CITY's computer system compatible with that of the Contractor's and any incidental costs related to the data transfer.
2. Historically, the CITY sends various outstanding fees to the Contractor for collection services on a regular basis (i.e. daily, weekly, and/or monthly). These fees consist of, but are not limited to, the following types:
  - a) **Water Bills** -These are cost for residential and commercial water usage.
  - b) **RV Park Rental** -These payment for rental of RV spaces on Pleasure Island.
  - c) **BoatSlips** -This rental is for boat spaces at Pleasure Island Marina.
  - d) **Dry Storage** - This is for rental spaces not in the water at Pleasure Island.
  - e) **Landfill Fees** -These are fees for dumping items at the City Landfill
3. The CITY will supply the Contractor with two separate listings. They shall be known as the

History File and the Aging Report.

- a) The History File shall be provided one time only. This file will contain the entire backlog of active fees previously worked by the CITY's existing collection agency.
- b) The Aging Report shall be issued on a regular or as needed basis and shall contain those fees that are Outstanding. This file will contain unpaid fees.

**4. Contractor agrees to perform the following:**

- a) Contractor should attempt to contact the customer via voice/telephone contact and attempts shall be limited to between the hours of 8:00 A.M. and 8:00 P.M., Monday through Saturday. No Sunday contacts will be attempted.
- b) Contractor will submit written scripts for telephone contacts and written communications for approval by the CITY for each type of fee submitted to Contractor for collection services. The Contractor shall pay all costs related to the telephone contact and written communications.
- c) Contractor will forward monies, minus fees, directly to the Port Arthur Central Cashier.
- d) Contractor shall use due diligence, reasonable and ethical methods, and employ lawful means to effect collection on the CITY's outstanding cases including adherence to all federal and state laws governing collections.
- e) Contractor shall use due diligence, reasonable and ethical methods, and employ lawful means to effect collection on the CITY's outstanding cases including adherence to all federal and state laws governing collections.
- f) Contractor will deal with in a professional and courteous manner.
- g) Contractor will return information on cases submitted for collection services including all information developed by the Contractor regarding the customer whereabouts, as requested by the CITY.
- h) Contractor should provide customer service representative who will be assigned to the City of Port Arthur and available to address day-to-day issues.

**5. Additional written and/or telephone contacts may be made at the choice of the Contractor within the hours stipulated in (4)(a) above.**

**6. All information supplied by the CITY to the Contractor shall be kept confidential and not disclosed to parties other than the Contractor's employees on a need-to-know basis for the purpose of contract performance and to the customer. Contractor shall not disclose social security number, driver's license number or any other information deemed confidential by the CITY to anyone other than the customer. CITY will notify Contractor of information deemed confidential, as appropriate.**

**7. Both the CITY and the Contractor will jointly review the appropriate cases for which payment is due to the Contractor on a monthly basis.**

**CONTRACT TERM**

The contract will be two years with the option to renew for two additional two-year periods.

The City of Port Arthur requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 50 pages, excluding resumes.* 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.

#### **A.) QUALIFICATIONS**

1. Experience in the area of collections as it applies to the collection of outstanding fees. Specifically list clients that the Offeror has represented in the past five (5) years and include what type of collections was carried out for them.
2. Experience in municipal governments. List references from current and previous clients. NOTE: All references requested in this proposal shall include the name of client, name of contact person, physical address, telephone and fax numbers, and the email address of the contact person.
3. Experience in receiving/transmitting data electronically.
4. Experience and stability of key staff. State the location of the office, as well as, the number of professional staff employed at that office that will have primary responsibility for the service.

#### **B.) COLLECTION PROCEDURES**

1. Provide a summary of collection activities and techniques proposed to collect the City of Port Arthur's outstanding fees.
2. Provide detailed explanation of collection methodology including timetable of your work plan and expected rate of recovery.
3. Describe the methodology for handling customer questions/problems.
4. Describe the methodology for handling non-English speaking customers.
5. Provide examples of correspondence that will be used for collecting delinquent fees.
6. Describe the adequacy of your telephone resources. Provide examples of telephone scripts that will be used for collecting delinquent fines.

### **C.) COLLECTION STAFFING & SYSTEMS**

1. Identify and describe the qualification and length of service of the lead staff that will be assigned to coordinate and resolve all business matters between the City of Port Arthur, Texas and the Offeror.
2. Identify and describe the qualification and length of service of the lead staff that will be assigned to oversee and manage the collection activities for the City of Port Arthur, Texas.
3. Describe the qualification and number of collection staff that will be assigned to the collection activities for the Port Arthur, Texas.
4. Describe the personnel in the local office that will be available to assist with contract matters.
5. Provide a brief description of the computer system used and its update capabilities. Describe the adequacy of your data processing resources.
6. Describe the methodology and procedure for data transfers. Identify the form and frequency of electronic data transfers both to and from your company.
7. Describe the type of access that will be made available to the CITY for on-line inquiry.
8. Describe the ability to maintain records of placements, collections, recovery and producing reports, and billing of for an unlimited number of clients and debtors, and describe back-up capabilities.
9. Describe the record retention capabilities.

### **D.) MONTHLY ACTIVITY REPORTS**

1. It is agreed that the successful Offeror shall maintain and make available for inspection, audit and/or reproduction by authorized representatives of the CITY or any external auditor representing the CITY, the books, documents, and other relevant information pertaining to the collections carried out for the CITY and the expenses of this contract.
2. The Offeror should acknowledge the need for a cooperative effort and open communication between the successful Offeror and the CITY. The successful Offeror will be required to provide monthly collection activity reports to the City of Port Arthur, Texas
3. Please provide the following:
  - a) Examples of reports used to document collection results.
  - b) Examples of monthly reports that will be provided to the CITY.
  - c) Frequency of reporting and the content of data transmitted to the CITY.
  - d) Flexibility in meeting the CITY's reporting needs.

## **E.) COST, FEE, OR PERCENTAGE CHARGED TO THE CITY**

1. The Offeror's proposal must clearly explain the cost/fee structure and how the City of Port Arthur, Texas will be invoiced for collection services. The proposal must include at a minimum the following:
  - a) Cost/fee/rate for collection services that will be provided to the CITY.
  - b) Explain clearly how the cost/fee/rate will be applied per transaction.
  - c) Explain clearly how the invoice will be calculated.
  - d) Frequency of billing (invoice) submitted to the CITY (as applicable).
  - e) Number of days allowed for payment
  - f) Explain if any late charges or interest would be applicable and how it will be calculated.
  - g) Provide an example of the invoice/bill that will be used to bill the CITY.

## **EVALUATION AND SELECTION PROCESS**

All proposals will be screened by an evaluation committee 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 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 will evaluate all responses based on the experience, qualifications, project approach, price, and quality of response. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City's process is as follows:

- A. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100-point scale and shall be based on the following criteria:
  - a. Offeror Qualifications (25 Points)
  - b. Collection Procedures (20 Points)
  - c. Collection Staffing & Systems (25 Points)
  - d. Monthly Activity Reports (15 Points)
  - e. Cost, Fee, or Percentage Charged to the CITY (15 Points)
- B. City staff shall recommend the most qualified Vendor to the City Council and request authority to enter into contract negotiations.



- C. When services and fees are agreed upon, the selected Vendor shall be offered a contract subject to City Council approval.
- D. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- E. This RFP 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.

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

**GENERAL INFORMATION:**

**Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.**

**TERMINOLOGY:** "Bid" vs. "Proposal"--For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

**AWARD:** The City of Port Arthur will review all proposals for responsiveness and compliance with these specifications. The City reserves the right to award on the basis of the **Lowest and Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL:** The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Purchasing Division any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**CONFLICT OF INTEREST:** Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). The Texas legislature recently enacted House Bill 914 which added Chapter 176 to 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 Port Arthur, including affiliations and business and financial relationships such persons may have with City of Port Arthur officers. The form can be located at the Texas Ethics Commission website: [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

By doing business or seeking to do business with the City of Port Arthur including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you in compliance with them.

**Any information provided by the City of Port Arthur is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.**

**ETHICS:** Public employees must discharge their duties impartially so as to assure fair, competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Port Arthur's procurement organization.

Any employee that makes purchases for the City is an agent of the City and is required to follow the City's Code of Ethics.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

**ADDENDA:** Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the City of Port Arthur Purchasing Manager. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

**PORT ARTHUR PRINCIPAL PLACE OF BUSINESS:** Any bona fide business that claims the City of Port Arthur as its principal place of business must have an official business address (office location and office personnel) in Port Arthur, the principal storage place or facility for the equipment shall be in Port Arthur and/or the place of domicile for the principal business owner(s) shall be in Port Arthur or such other definition or interpretation as is provided by state law. Contractors outside the City of Port Arthur are allowed to bid.

**PRICES:** The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

**PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

**INVOICES:** All invoices shall be mailed directly to the City of Port Arthur, Attn.: **Accounts Payable**, P.O. Box 1089, Port Arthur, Texas 77641.

**PAYMENT:** Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur, in accordance with the State of Texas Prompt Payment

Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

**SALES TAX:** The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas, Jefferson County. The City of Port Arthur may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

**COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

**INTEREST OF MEMBERS OF CITY:** No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

**DELINQUENT PAYMENTS DUE CITY:** The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this RFP.

**QUANTITIES:** Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Port Arthur for quantities less than the estimated amount.

**SHIPPING INFORMATION:** All bids are to be F.O.B., City of Port Arthur, Port Arthur, TX 77640

**INCORPORATION OF PROVISIONS REQUIRED BY LAW:** Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

**CONTRACTOR'S OBLIGATIONS:** The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

**RELEASES AND RECEIPTS:** The City of Port Arthur before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

**CARE OF WORK:** The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

**SUB-CONTRACTS:** The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Port Arthur written approval of such agreement.

**INSURANCE:** All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Port Arthur, its officers, agents, and employees must be named as an additional insured):
  - a. Bodily injury \$1,000,000 single limit per occurrence or \$1,000,000 each person /\$1,000,000 per occurrence; and,
  - b. Property Damage \$1,000,000 per occurrence regardless of contract amount; and,
  - c. Professional Liability: \$1,000,000.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Port Arthur. Contractor shall also file with the City of Port Arthur valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Port Arthur not more than ten (10) days after execution of this Contract.

**NOTICE TO PROCEED:** Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

## **LETTER OF INTEREST**

### **RFP – COLLECTION OF FEES FOR FINANCE DEPARTMENT**

**DEADLINE:** AUGUST 13, 2025

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposals (as amended by any Addenda), issued by the City of Port Arthur, TX (City) to provide RFP - Water Leak Repairs for Utility Operations for City of Port Arthur, TX. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- ❖ Completed RFP Letter of Interest Form
- ❖ Vendor References
- ❖ Completed Affidavit
- ❖ Non Collusion Affidavit
- ❖ Completed Conflict of Interest Form
- ❖ HB 89
- ❖ SB 252

Firm understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm also understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

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<b>Firm Name</b>	<b>Date</b>
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<b>Address</b>	<b>City/State/Zip</b>
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<b>Authorized Signature</b>	<b>Title</b>
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<b>Name (please print)</b>	<b>Telephone</b>
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<b>Email</b>	
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## VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**OFFEROR MUST RETURN THIS PAGE WITH OFFER**



**CITY OF PORT ARTHUR, TEXAS**  
**NON-COLLUSION AFFIDAVIT**

CITY OF PORT ARTHUR

§  
§

STATE OF TEXAS

§

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

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

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

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

Company: \_\_\_\_\_

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

SUBSCRIBED and sworn to before me by the above named \_\_\_\_\_ on this  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_

## **AFFIDAVIT**

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

\_\_\_\_\_ I hereby certify that **I do not have** outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due.

\_\_\_\_\_ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

\_\_\_\_\_ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

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<b>Firm Name</b>	<b>Date</b>
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<b>Address</b>	<b>City/State/Zip</b>
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<b>Authorized Signature</b>	<b>Title</b>
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<b>Name (please print)</b>	<b>Telephone</b>
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<b>Email</b>
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**STATE:** \_\_\_\_\_

**COUNTY:** \_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me by the above named \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**RETURN THIS AFFIDAVIT AS PART OF THE PROPOSAL**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7**

\_\_\_\_\_  
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:

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- (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.

## House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative

(hereafter referred to as "Representative") of \_\_\_\_\_

\_\_\_\_\_ (company or business name, hereafter referred to as "Business Entity"), being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and affirm the following:

1. That Representative is authorized to execute this verification on behalf of Business Entity;
2. That Business Entity does not boycott Israel and will not boycott Israel during the term of any contract that will be entered into between Business Entity and the City of Port Arthur; and
3. That Representative understands that the term "boycott Israel" is defined by Texas Government Code Section 2270.001 to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SB 252**  
**CHAPTER 2252 CERTIFICATION**

I, \_\_\_\_\_, the undersigned and

Representative of \_\_\_\_\_  
(Company or Business Name)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Port Arthur Purchasing Department.

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date