



**Subject: Delinquent Account Collection Services**

**Due: May 30, 2019 at 3:00 PM CST**

**Submit Proposals to:**

PO Box 738 • 808 Hwy 77A South • Yoakum, Texas 77995 • [www.cityofyoakum.org](http://www.cityofyoakum.org) • (361) 293-6321 • Fax: (361) 293-3318

**Tentative Award Date:**

**June 11, 2019**

## Table of Contents

1.0 STANDARD TERMS AND CONDITIONS .....	3
2.0 SPECIAL CONDITIONS .....	6
3.0 SCOPE OF WORK .....	8
Appendix A .....	12
<b>FORMS FOR COMPLETION</b>	
4.0 PRICING .....	14
5.0 DEMONSTRATION OF EXPERIENCE .....	15
6.0 VENDOR PROFILE .....	16
7.0 PROPOSAL RESPONSE FORM .....	17
8.0 REFERENCES .....	18
9.0 DEVIATION OR COMPLIANCE FORM .....	19
10.0 RELEASE AND INDEMNIFICATION .....	20
11.0 NON-COLLUSION ACKNOWLEDGEMENT .....	21
12.0 SUSPENSION OR DEBARMENT CERTIFICATE .....	21
13.0 CONFLICTS OF INTEREST .....	22
14.0 Conflict of Interest (and Questionnaire) .....	23
15.0 W-9 Form .....	24

## **1.0 STANDARD TERMS AND CONDITIONS**

**1.1** General Description of Work – The City of Yoakum is soliciting Proposal(s) (RFP’s) from firms who are interested and qualified to provide collection services for delinquent accounts and fees payable to the City of Yoakum

**1.2** This Request for Proposal (“RFP”) shall be on file in the City of Yoakum City Clerk, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Proposers”) from the date issued until the due date and time.

**1.3** All general information questions must be received by **May 23, 2019 at 5:00 PM** and should be directed by email to Theresa A. Bowe, City Clerk, at [tbowe@cityofyoakum.org](mailto:tbowe@cityofyoakum.org).

**1.4 Proposers are expected to examine all documents that make up this RFP. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals. READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.**

**1.5 FAXED OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

### **1.6 Proposal Format:**

Proposals must be received at City of Yoakum City Clerk at or before 3:00 P.M. CT on May 30, 2019. Each Proposal must be properly identified with the subject title, and date and time due. One (1) original and three (3) copies of the Proposal shall be submitted BOTH in written, hard-copy format, and one (1) copy in electronic format on a CD or USB drive, and delivered in a sealed envelope via mail, courier service, or hand delivery to:

City of Yoakum  
Attn: Theresa A. Bowe, City Clerk  
PO Box 738  
808 Hwy77A South  
Yoakum, TX 77995

Qualifications and experience:

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. State the number of years the firm has been active in this type of work;
4. Describe the experience of the firm in the last thirty six (36) months in performing collection services in similar size and scope.
5. The same information must be provided for any associate firm or subconsultant.

Methodology including technical approach and understanding of the scope of the project:

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City.
2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
3. Proposals shall identify progress reports that will be made available during the process and key decision points.
4. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

**1.9** Any material information provided one Proposer concerning this RFP shall be provided to all Proposers. Any addendum will be issued as necessary.

**1.10** The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued directly by the City is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City of Yoakum City Clerk prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City of Yoakum, Texas website at [www.cityofyoakum.org](http://www.cityofyoakum.org). Receipt of an addendum to a Proposal must be acknowledged by signing and returning the addendum with the Proposal.

**1.11** All information required of the proposer, unless otherwise specified, must be completed on the forms provided by the City. Failure to manually sign the Proposal Response Form will disqualify Proposer. Persons signing the Proposal shall have the authority to sign the Proposal on Proposer's behalf and shall be an officer or person authorized to bind the entity they represent to this Proposal.

**1.12** Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form upon submission of your Proposal. Listing of deviations is an integral and required part of your Proposal. Any deviations not listed on the Deviation Form upon submission of your Proposal will not become part of the contract awarded by the City pursuant to this RFP.

**1.13** Proposals will be opened on May 30, 2019 at 3:00 PM at the City of Yoakum City Hall, 808 Hwy 77A South, Yoakum, TX. Proposals cannot be altered or amended after the deadline. Alterations made before opening must be signed by the Proposer or Proposer's agent. No Proposal may be withdrawn after the date and time of opening without approval of the City of Yoakum City Manager.

**1.14** The City, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened.

**1.15** The City reserves the right to accept and/or reject any and all submitted Proposals or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.

**1.16** The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.

**1.17** In case of a discrepancy between the unit price and the extended total for an item, the figure that is most advantageous to the City will apply. An opened Proposal may not be changed to correct any error by the Proposer or Proposer's agent.

**1.18** It is not the policy of the City to award a contract on the basis of price alone. The City reserves the right to award the contract to the Proposer with the Proposal that is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this Request for Proposals.

**1.19** If, at any time, the successful Proposer fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, the City reserves the right to:

1.19.1 Purchase delinquent account collection services on the open market and charge Proposer the difference between its contract price and not contractor's price;

1.19.2 Deduct charges from the successful Proposer's invoice at the time it is due; or

1.19.3 Terminate any awarded contract without penalty on the City, by furnishing written notice of termination to Proposer, and select another Proposer and award a contract to its Proposer pursuant to the terms thereof.

**1.20** If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Proposer or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Proposer will be disqualified from consideration and/or the awarded contract will be terminated.

**1.21** All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.

**1.22** Once a Proposal has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the City. Any such substitution shall be pre-approved by the City, and the acceptance of any such substitution shall be in the City's sole discretion.

**1.23** Any contract awarded pursuant to this RFP is only assignable, upon written consent of both parties, which consent shall not be unreasonably withheld.

**1.24** The City is tax exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309, as amended.

**1.25** Invoices for partial payment must be approved in advance by the City Manager.

**1.26** Undisputed payments will be submitted to Proposer with in thirty (30) days from receipt of original invoice.

**1.27** Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code, if applicable. Wherever the "Uniform Commercial Code" is used, it shall be construed as

meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the City and Proposer.

**1.28** Trade secrets and confidential information contained in a proposal are subject to the Texas Public Information Act. Pricing is not confidential information. Proposers who include information in a Proposal that is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it “Trade Secret” or “Confidential” at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as trade secret or confidential in a Proposal, Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Office of the Attorney General Open Records Division  
PO Box 12548  
Austin, TX 78711  
Fax 512-463-2092

**1.29** The obligations of the parties under a contract awarded through this RFP are primarily performable in the City of Yoakum, Texas. Exclusive venue shall be the City of Yoakum, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.

**1.30** The City may, at its option, offset any amounts due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the City from the successful Proposer, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.

**1.31** No member of the City Council or any City employee shall have any financial interests in the profits of any contract, service or other work performed by the Proposer(s) or personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company.

## **2.0 SPECIAL CONDITIONS**

### **2.1 Insurance**

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- A. Workers’ Compensation and Employers’ Liability:
  - a. State of Texas: \$1,000,000 Each Accident
  - b. Employer’s Liability: \$100,000 Each Accident \$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee
  - c. Waiver of Subrogation
  
- B. Commercial General Liability:
  - a. Bodily Injury & Property Damage General Aggregate Limit: \$1,000,000
  - b. Personal & Advertising Injury Limit \$500,000

- c. Each Occurrence Limit \$1,000,000 The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

- a. Bodily Injury & Property Damage Combined Single Limit: \$1,000,000
- b. Medical Payments: \$ 5,000 Per Person
- c. Uninsured/Underinsured Motorist \$100,000 Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Yoakum at PO Box 738, Yoakum, Texas 77995.

**2.2 Proposal Terms - By signing and submitting this Proposal, Proposer agrees:**

2.2.1 To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.

2.2.3 To furnish services in strict compliance with the terms, conditions, specifications, and performance requirements of this RFP.

2.2.4 That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via mail, courier, or personal delivery to:

City of Yoakum  
Attn: Accounts Payable  
PO Box 738  
808 Hwy 77A South  
Yoakum, Texas 77995

2.2.5 Invoices shall not include Federal Excise, State, or City sales taxes, as the City shall furnish a tax exemption certificate.

2.2.6 The City shall notify the successful Proposer of any contested invoice(s) in writing, and the City and successful Proposer shall mutually resolve such disputed invoice(s) within sixty (60) days of successful Proposer's receipt of said notice of dispute.

2.2.7 The term of this agreement shall be for one year, beginning on the date of the date of execution of the Agreement, and shall automatically renew for four (4) additional one (1) year periods, unless either party notifies the other party in writing of its intent not to renew. The selected Proposer shall notify the City in writing of its intent not to renew at least sixty (60) days prior to the end of the current term. The City shall notify the selected Proposer in writing prior to the end of the current term.

**2.3 Evaluation Criteria. Proposal responses will be graded on the following criteria:**

Experience – 20%

## **2.4 Limit Award**

The City's intent is to award a contract for all work described in the *Request for Proposals* to one proposer. The City reserves the right to award multiple contracts for portions of this work to others, based on the proposals submitted, if it is in the best interest of the City of Yoakum. Alternatively, the City may, at its option, award by line item as opposed to awarding the entire proposal to the same vendor.

## **3.0 SCOPE OF WORK**

### **SPECIFICATIONS**

#### **3.01 General Information**

The City of Yoakum is a home-rule city that operates under the Council-Manager form of government. The City provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services and electrical, water, sewer and sanitation utilities.

Purpose: The City of Yoakum, Texas is soliciting proposals from qualified agencies for collection of delinquent revenue for Utility, EMS and/or Municipal Court in accordance with this Request for Proposal (RFP). The purpose of this RFP is to ask companies to submit statements of their qualifications, capabilities, and experience in collecting delinquent accounts and proposals for performing the services described and the fees which would be charged for those services.

The City of Yoakum is soliciting Proposal(s) (RFP's) from firms who are interested and qualified to provide collection services for delinquent accounts and fees and fines payable to the City of Yoakum.

The City will determine which accounts will be referred to an outside Contractor. These will include: utility fees, EMS bills, citation costs, jail booking fees, and other fees and charges as may be determined.

Appendix A provides background on the scope of activity required using the City most recently completed Fiscal Year to show the potential level of activity based on the number of and value of delinquent accounts sent to collection in that year.

The RFP is expected to result in a two year firm fixed price contract with three one-year renewal options. The intent of this RFP is to identify a stable agency that can offer the highest quality of service at the lowest overall cost to the City.

#### **3.1 Criteria**

##### **3.1.1 Technology**

The Contractor must be equipped with computer operations to receive and send data electronically. Facsimile transmissions and postal mail services shall be held to a minimum.

The Contractor shall possess and maintain nationwide collection capabilities.



### **3.1.2 Contractor Qualifications**

In order to be considered responsive, the Contractor shall submit with their Proposal, such documentation as is necessary to attest to the company's capabilities and qualifications to perform the work involved in a competent and expeditious manner.

### **3.1.3 Contractor shall attest to the following minimum requirements:**

- The Contractor possesses nationwide collection capabilities;
- The Contractor has been in business under the Contractor's name for a minimum of five (5) years and has collection experience with governmental agencies;
- The Contractor has a trained staff with experience working with collections for delinquent accounts in areas such as utility collection accounts, EMS, and other miscellaneous accounts;
- The Contractor has or can obtain within 7 days after notification of award the stated insurance requirements;
- The Contractor has access to Trans Union, Experian, Equifax or comparable credit reporting agency.
- The contractor must have annual independent SAS70 audits and the City must be allowed to review past, present and future findings from these audits while under contract with the City and three years hence.
- The Contractor is equipped with computer operations to receive and send data electronically;

### **3.1.4 Right to Audit**

The Contractor shall make available to the City all records that pertain to the City's business. The Contractor will be required, upon notice, to allow the City and its authorized agents the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the contract period established; and for five (5) years thereafter. Such activity shall be conducted during normal business hours. The City shall retain ownership of all such records.

### **3.1.5 Compensation**

Explain your payment structure as a percentage of collections or flat fee on delinquent accounts. Contractor agrees to invoice the City each month for the previous month's collections. All expenses in the collection process, including labor, postage, telephone, skip tracing, etc. shall be paid by the Contractor. The Contractor will not be paid on an account if the individual pays the charges prior to being contacted by the Contractor or the individual is declared indigent.

It is anticipated that collection activity by the Contractor on any delinquent account under this contract shall continue for six months. At which time, at City's option, account will be returned from Contractor. Accounts returned uncollected shall be subject to payment of service fee by City as quoted.

### **3.1.6 Judgment Debtors – Court Collections**

The Contractor shall refer all judgment debtors who do not submit immediate payment for the full amount of the debt, including collection fees, to the requesting City department. The Contractor may accept payments in full of all costs and fees, as determined by the City, by money order or cashier's check, made payable to the City of Yoakum, and the same shall be submitted to the City within five (5) business days of receipt of said payment. In cases where the Contractor has received full payment, Contractor agrees to notify the City on a daily basis of any monies received from a judgment debtor toward the payment of the debt so that the Municipal Court may pull any warrants associated with that debt or take other appropriate action.

### **3.1.7 Industry Standards**

All work performed under this contract shall be of the highest professional standards and shall in every respect meet or exceed standard industry practice and comply with the Fair Debt Collection Practices Act. No harassing or "strong-arm" tactics shall be employed. Contractor shall be able to demonstrate a strong ability to maintain customer goodwill.

### **3.1.8 Individual Contact**

The successful contractor may mail collection notices, telephone or otherwise contact individuals in an attempt to collect those delinquent accounts. All contact shall be as a third-party collection agency.

### **3.1.9 Correct Information**

The successful contractor may rely on the City to provide all available information about the individual's bill and specifically about the dollar amount in question, and the City will update and correct any information it has provided to the Contractor.

### **3.1.10 Confidentiality**

Customer information provided by the City to the Contractor is of a confidential nature. Contractor shall not disclose such information in whole or in part to any governmental body, non-governmental body or private party without the prior written consent of the City, except as required by law, or upon order of a Court or regulatory agency of competent jurisdiction. Contractor shall limit access to confidential information to only those of its employees who require the information in the course and scope of their official duties.

### **3.1.11 Credit Bureaus**

At its option, the City may authorize the Contractor to report delinquent accounts to credit bureau(s). For that purpose, the Contractor shall have and maintain access to Chilton, Experian, Equifax, Trans Union or comparable credit reporting agency. Reports to the credit bureau may be made only after a reasonable attempt (five (5) contacts) has been made by the Contractor to collect from the individual. At the request of the City, the Contractor must be willing to remove any reports filed with the credit reporting agency(s). Contractor shall have no liability for any amount uncollected and shall not be required to bring any suit for the collection of any such uncollected amount. Should the City and Contractor mutually agree that a suit is the proper course of action against an individual to effect collection, Contractor shall request written authorization from the City before proceeding.

### **3.1.12 Notification of Collections**

The Contractor will arrange for individuals to send their payments directly to the Contractor. In the event a payment is sent to the City, the City will immediately forward notification of that payment to the Contractor.

### **3.1.13 Collection Procedures**

The Contractor shall establish a systematic collection procedure to obtain collection of delinquent accounts. The proposal must include a description of the proposed collection procedures and timelines and must include full description of the collection methodology and expected collection rates. The contractor should include in their proposal the criteria, methods, and/or steps used by the contractor to collect delinquent accounts.

### **3.1.14 Methodology**

The Contractor shall indicate in the proposal their willingness to modify collection methodology to the extent that collection methodology conforms to the City's philosophy of interaction with the citizens. The City's philosophy is to pursue accounts in arrears to a point that stops short of extremely aggressive collection efforts; Contractor must act at all times in accordance with Texas state law. The City will not permit the Contractor to subcontract collection activities to a third party, without the express written consent of the City.

### **3.1.15 Reporting**

By the 10th of each month, the contractor will provide a report of all accounts paid in full, in part or as yet uncollected to the Accounting Manager/Accounts Receivable Department. The monthly reports shall include the information listed below.

- The name of the debtor.
- The City's account number.
- The original amount owed.
- Description of collection attempts to date.
- The amount paid within the prior month.
- Uncollectible accounts, broken out on the report by reason (i.e. bankrupt, incarcerated, deceased, public assistance recipient, etc.).
- If there was a change in name, identify the original name submitted by the City.
- A grand total dollar amount submitted, collected and outstanding.
- A grand total percentage collected annually and within the prior month.
- Statement to include collection fee due for period.
- Statement shall be accompanied with payment of all funds collected during the period.

*Note: Samples of reports should be included for review.*

## **Appendix A**

Appendix A provides background on the scope of activity required using the City most recently completed Fiscal Year to show the potential level of activity based on the number of and value of delinquent accounts sent to collection in that year.

Accounts are deemed delinquent and eligible for collections as follows:

Utility Bills – after 3 months of internal collections

EMS Bills - after 3 months of internal collections

Court Fees/Fines – after 60 days of internal collections

In the most recently completed fiscal year, the following amounts were deemed delinquent and eligible for collections:

<b>Account Type</b>	<b>Approximate # of Accounts</b>	<b>Total Delinquency Amount</b>
<b>EMS</b>	<b>151</b>	<b>\$160,331.77</b>
<b>Utilities</b>	<b>109</b>	<b>\$31,761.03</b>
<b>Court</b>	<b>209</b>	<b>\$73,936.34</b>

# FORMS FOR COMPLETION

## 4.0 PRICING

The undersigned hereby declares: to have carefully examined the contract documents, including all addenda; have a clear understanding of said documents and premises; propose to provide the necessary tools, machinery, apparatus and other means of maintenance; and to furnish all labor, materials and services specified in the contract or called for in the contract documents for the prices as indicated in your proposal.

1. Provide a complete proposed fee schedule.
2. Firm shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
3. State the amount for which the Firm is bonded. Include documentation of this bond.
4. The actual contract amount will be negotiated after the firm has been selected and the scope of work finalized.

**CONTRACT TIME:** The proposer agrees, if awarded the Contract, to commence work within ten (10) calendar days after receipt of a notice of award or in accordance with the schedule provided by owner. The term of this agreement shall be for one year, beginning on the date of the execution of the agreement. This agreement may be extended for up to four (4) additional one (1) year periods, unless either party notifies the other in accordance with this RFP of its intent not to renew.

**DOCUMENTS:** Each proposer by submittal of their RFP response represents and warrants that they are satisfied as to the requirements and provisions of the RFP for this project and the documents describing the scope of work.

---

SIGNATURE

---

DATE

---

NAME & TITLE

---

FEDERAL EMPLOYER'S IDENTIFICATION NO.

## 5.0 DEMONSTRATION OF EXPERIENCE

Years in business under present business name: \_\_\_\_\_

Total years of experience in work of the type called for in this contract: \_\_\_\_\_

List in table below the contracts of similar scope and scale to the City’s RFP has your organization completed. List most recent FIRST:

Contract Amount	Type of Work	Date Completed	Owner’s Name & Contact Info

List in the table below what contracts your organization currently has:

Contract Amount	Type of Work	Projected Date of Completion	Owner’s Name & Contact Info

Have you ever failed to complete any contract awarded to you?

Yes  No.

If “Yes”, state where and why.

---



---



---



---

Are you at present in any major litigation or lawsuits involving work of any type?

Yes  No.

If “Yes”, explain:

---



---



---



---

Explain in detail the manner in which you have inspected the work proposed in this contract:

---



---



---



---

## 6.0 VENDOR PROFILE

Company Name or D/B/A: \_\_\_\_\_

Telephone Numbers:

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

If there is no toll free number, does the company accept collect calls? \_\_\_\_\_

Contacts:

Corporate Contact for this Proposal:

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

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

City, State, Zip: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

If local contact is the same as corporate contact, check here \_\_\_\_\_

Local Contact for this Proposal:

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

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

City, State, Zip: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Number of years company has been in business under this name: \_\_\_\_\_

Other company names used with dates, from/to: \_\_\_\_\_



## 7.0 PROPOSAL RESPONSE FORM

By signing and submitting this proposal, Proposer acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

An individual proprietorship A partnership A corporation chartered under the laws of the State of \_\_\_\_\_, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME & TITLE

## 8.0 REFERENCES

Proposer shall submit a list of at least three (3) references for which Proposer has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Yoakum/South Texas area references are preferred.

Company: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

## 9.0 DEVIATION OR COMPLIANCE FORM

**DEVIATIONS:** In the event the undersigned Proposer intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

**NO DEVIATIONS:** In the absence of any deviation entry on this page, Proposer assures the City of Proposer’s compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

Deviation Title	RFP Reference (related to the deviation)	Detailed Deviation Description

**All Proposers MUST COMPLETE this page.  
 RETURN with Proposal or Proposal will be considered NON RESPONSIVE.**

Our Proposal is submitted according to:      \_\_\_\_\_Deviations listed above  
**OR**  
   \_\_\_\_\_ No Deviations

## **10.0 RELEASE AND INDEMNIFICATION**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF YOAKUM, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME & TITLE

## **11.0 NON-COLLUSION ACKNOWLEDGEMENT**

The undersigned Proposer affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this RFP.

---

Company Name

---

Signature of Company Officer

---

Company Officer Printed Name and Title

## **12.0 SUSPENSION OR DEBARMENT CERTIFICATE**

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule, as may be amended.

---

Company Name

---

Signature of Company Officer

---

Company Officer Printed Name and Title

### 13.0 CONFLICTS OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at: <https://ethics.state.tx.us/forms/CIQ.pdf>

Proposer shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

Local Government Officer	Title	Local Government Officer	Title
Anita R. Rodriguez	Mayor	Kevin M. Coleman	City Manager
Elorine Sitka	Mayor Pro-Tem	Theresa A. Bowe	City Clerk
Carl O’Neill	Councilmember	Michael Bennett	Dir of Public Works
Billy Goodrich	Councilmember	Tammie Harabis	Accounting Manager
Glenn Klander, Jr.	Councilmember	Joe Bennett	Project Manager
Kenneth E. Kvinta	City Attorney	Mark Herchek	Fire/EMS Director
		Karl Van Slooten	Police Chief
		Chuck Dart	Dir of Economic Development

## **14.0 CERTIFICATE OF INTERESTED PARTIES (and Questionnaire)**

PLEASE SIGN QUESTIONNAIRE– if applicable

Prior to entering into a contract, the Proposer must submit a “Certificate of Interested Parties” Form, in accordance with Texas Government Code Section 2252.908, as amended. Within 30 days of receipt of the form, the form must be filed online with the Texas Ethics Commission. The Certificate of Interested Parties form is attached for reference.

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Revised 11/30/2015

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

Other (see instructions) ► \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) 3

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions. Municipality \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

**6** City, state, and ZIP code \_\_\_\_\_

**7** List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-					
--	--	--	--	---	--	--	---	--	--	--	--	--

**or**

**Employer identification number**

				-										
--	--	--	--	---	--	--	--	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► \_\_\_\_\_ Date ► \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# 16.0 CONTRACT COMPENSATION

## FEE SCHEDULE

Contractor shall indicate in detail in the space provided on this form their compensation fee schedule to include the type of structure and collection fees required under the contract. Submit one page for each type of delinquent account (i.e. utilities, EMS, and court)

### COMPENSATION FEE SCHEDULE for \_\_\_\_\_ :

If collected within first 30 days of placement \_\_\_\_\_%

If collected after 30 days of placement \_\_\_\_\_%

Accounts requiring legal/lawsuit filing \_\_\_\_\_%

Fee for serviced but uncollected accounts returned to City after 6 months.

Additional Compensation: Please identify below any additional compensation requirements (if required):

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

Additional Service Fees not based on a percentage factor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# 17.0 COLLECTION ACTIVITY/TIMELINE

## COLLECTION SCHEDULE

Contractor shall indicate in detail in the space provided on this form their minimum collection timeline for submitted accounts. Submit one page for each type of delinquent account.

### COLLECTION SCHEDULE for \_\_\_\_\_ :

Activity/Timeline within first 30 days of placement:

Written Correspondence:

Telephone Attempts:

Additional activity and timing:

---

---

---

### COLLECTION SCHEDULE for \_\_\_\_\_ :

Activity/Timeline between 30-60 days of placement:

Written Correspondence:

Telephone Attempts:

Additional activity and timing:

---

---

---

### COLLECTION SCHEDULE for \_\_\_\_\_ :

Activity/Timeline after 60 days of placement:

Written Correspondence:

Telephone Attempts:

Additional activity and timelines:

---

---

---

## 18.0 AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF YOAKUM, hereinafter referred to as "CITY" and \_\_\_\_\_, hereafter referred to as "SERVICE PROVIDER";

### RECITALS

A. CITY desires to retain a qualified firm to provide account collection services in accordance with the Scope of Work contained in the Request for Proposal \_\_\_\_\_. The SERVICE PROVIDER has responded to the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The CITY desires to have the SERVICE PROVIDER perform the work in accordance with the RFP and the response thereto prepared by the SERVICE PROVIDER. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as the "Account Collection Services."

B. The SERVICE PROVIDER represents to CITY that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for CITY as described in their Response to RFP \_\_\_\_\_ and accepted as final.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the CITY and the SERVICE PROVIDER as follows:

1. Services. The CITY hereby employs SERVICE PROVIDER to perform the Account Collection Services herein set forth at the compensation and upon the terms and conditions herein expressed, and SERVICE PROVIDER hereby agrees to perform such services for said compensation, and upon said terms and conditions CITY hereby authorizes SERVICE PROVIDER to commence work on \_\_\_\_\_, 2019.
2. Compensation. As compensation for all services of SERVICE PROVIDER in performance of this Agreement, CITY shall pay SERVICE PROVIDER as described herein. Collection fees for services rendered shall be deducted from the collection of delinquent revenue, based on the commission fee schedule described in **Attachment "A"**.
3. No invoices for services are to be submitted to the CITY for payment processing.
4. Entire Agreement. This Agreement consists of the following documents, in order of precedence, and shall be the entire agreement between parties:
  - a) This Agreement
  - b) Attachment "A" Contract Compensation Fee Schedule.
  - c) City's Request for Proposal \_\_\_\_\_, dated \_\_\_\_\_, 2019
  - d) SERVICE PROVIDER'S response to RFP dated \_\_\_\_\_, 2019 and all attachments thereto, by reference, included herein.
5. Term of Agreement. SERVICE PROVIDER shall begin work after receipt of the Notice to Proceed. SERVICE PROVIDER shall there upon work diligently, through \_\_\_\_\_, 20\_\_ and continuously provide all the required services and activities described herein. The term of the contract shall be for a two year firm fixed price contract. CITY and SERVICE PROVIDER may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

6. **Qualifications of Employees.** The CITY may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.
7. **Account Litigation.** The CITY, when deemed necessary, may request the SERVICE PROVIDER to proceed with legal action for collection of a delinquent account. Said action will be based upon agreement of the contract parties.
8. **Account Assignment.** SERVICE PROVIDER will be required to wait a minimum of three days after assignment of account before proceeding with collection.
9. **Remittance.** SERVICE PROVIDER will remit the net proceeds of collections by the 10th of every month along with a monthly Debtor Activity Report (DAR). Remittances are to be forwarded to the City of Yoakum, Accounting Department, PO Box 738, Yoakum, TX 77995.
10. **Notices.** Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

**City of Yoakum**  
 Accounting Department  
 PO Box 738  
 Yoakum, TX. 77995  
 361-293-6321

**Service Provider**

---



---



---



---

11. **Termination for Contract Default.** If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) seller fails to conform to the requirements of this contract; 2) seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the seller which may interfere with the performance of the contract; or 4) seller has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the seller and his/her sureties, who will be liable thereof.

In the event of such termination, all monies due the seller or retained under terms of the contract shall be forfeited to the CITY; but such forfeiture will not release the seller or his/her sureties from liability for failure to fulfill the contract.

12. **Termination for Convenience.** This Agreement may be terminated by either party by giving sixty (60) days notice to the other in writing of its intent to terminate the Agreement. Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed to the date of termination.
13. **Assignment and Subcontracting.** The SERVICE PROVIDER shall not assign or subcontract the work, or any part thereof, without the previous written consent of the CITY, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the CITY has been obtained. No right under this contract,

no claim for money due or to become due hereunder shall be asserted against the CITY, or persons acting for the CITY, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the CITY. In case the SERVICE PROVIDER is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Should any subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the SERVICE PROVIDER upon notice from the CITY. The seller shall be fully responsible and accountable to the CITY for the acts and omissions of his subservice providers, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the CITY.

14. Independent Contractor. In the furnishing of the services provided for herein, the Service Provider is acting as an independent contractor and not as an employee of the Indemnification. The Service Provider agrees to indemnify, defend and hold harmless City and its officers, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with Service Provider's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.
15. Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Yoakum as set forth in Exhibit "A" and "B."
16. Successor and Assigns. CITY and SERVICE PROVIDER each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.
17. Legal Requirements and Permits. The SERVICE PROVIDER agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the SERVICE PROVIDER to obtain any and all necessary licenses, permits and/or clearances.
18. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in DeWitt County.
19. Governing Law. The laws of the State of Texas shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement. This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Yoakum, Texas, the day and year first above written.

CITY OF YOAKUM

\_\_\_\_\_  
Kevin M. Coleman, City Manager

Service Provider

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

ATTEST:

\_\_\_\_\_  
Theresa A. Bowe  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Kenneth E. Kvinta  
City Attorney