

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR MUNICIPAL COURT COLLECTION SERVICES BETWEEN THE TOWN OF ADDISON AND GILA D/B/A MUNICIPAL SERVICES BUREAU FOR MUNICIPAL COURT COLLECTION SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Amendment No. 1 to the Agreement for Municipal Court Collection Services Agreement between the Town of Addison and Gila d/b/a Municipal Services Bureau for municipal court collection services, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 27th day of February, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AMENDMENT NO. 1 TO THE AGREEMENT FOR MUNICIPAL COURT COLLECTION SERVICES BETWEEN GILA LLC d/b/a MUNICIPAL SERVICES BUREAU

This **AMENDMENT NO. 1** to the Agreement for Municipal Court Collection Services between the Town of Addison, Texas and Gila LLC d/b/a Municipal Services Bureau, (“Amendment No. 1”) is made and entered into between the Town of Addison, Texas (“Town”) and Gila LLC d/b/a Municipal Services Bureau (“MSB”) to be effective from and after February ___, 2018 (“Effective Date”).

WHEREAS, the Town and MSB entered into an agreement for municipal court collection services effective March 1, 2017 (“Agreement”), attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the Town desires to amend the process for collection of payment from Defendants in the Agreement; and

WHEREAS, the Town and MSB desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and MSB do mutually agree as follows:

1. **Amendment to Agreement, Section 4.2 (Notifications on Collections) of Article IV (Commissions on Collected Fines).** Section 4.2 (Notifications on Collections) of Article IV (Commissions on Collected Fines) shall be amended in its entirety as follows:

“4.2 **Notifications on Collections.** MSB will notify the City daily of any money it receives from the Defendants towards payment of fines. The City, through the Municipal Court, may then accept or reject the payment offered by the Defendant. By the fifteenth of each month, MSB will provide detailed reporting to the City to identify all cases known to be resolved during the prior month and to remit monies collected on the City’s behalf. The City authorizes MSB to collect payment directly from the Defendant through the: (i) endorsement of negotiable instruments made payable to the City and provided to MSB in payment of fines collected; (ii) establishment of a payment plan with MSB; or (iii) by credit card through the use of the City’s online payment system at www.municipalonlinepayments.com/addisontx MSB may deduct commissions due on those fines paid directly to MSB from amounts collected by MSB. MSB shall invoice the City for commissions due from payments made directly to the City, and

EXHIBIT A

the City agrees to review the invoice and forward payment to MSB within 30 days of receipt of the invoice.

At any time, the City, in its sole and absolute discretion, may request that MSB cease collecting payments directly from the Defendant as identified above, and MSB shall then instruct all Defendants to forward all payments directly to the Town. In the event MSB inadvertently receives a payment from a Defendant, MSB shall immediately forward said payment directly to the Town. MSB shall not endorse, deposit or cash any payments received from any Defendants. MSB shall, on or before the fifteenth (15th) day of each calendar month, provide the Town a detailed report to identify all Defendants known to have their judgments or obligations resolved during the prior calendar month with an invoice for MSB's fee for such calendar month.”

2. **Counterparts.** This Amendment No. 1 may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed to be an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one Amendment No. 1. An electronic signature will also be deemed to constitute an original if properly executed.
3. **Defined Terms/Ratification of Agreement.** Any term not defined herein shall be deemed to have the same definition identified in the Agreement. Except as expressly amended herein, all of the terms, provisions, covenants, and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.
4. **Authority to Execute.** The individuals executing this Amendment No. 1 represent and warrant that they are empowered and duly authorized to execute this Amendment No. 1 on behalf of the parties they represent.
5. **Entire Agreement/Amendment No. 1.** The Agreement and this Amendment No. 1 embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or arrangements between the parties regarding the subject matter hereof.
6. **Venue.** This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas.
7. **Assignment.** This Amendment No. 1 may not be assigned except as authorized by the Agreement.

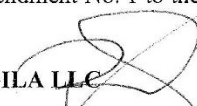
EXHIBIT A

IN WITNESS HEREOF, the parties have executed this Amendment No. 1 to the Agreement, as reflected by the signatures below.

TOWN OF ADDISON, TEXAS

Wesley S. Pierson, City Manager
Date: _____

GILA LLC



Name: Bruce Lundings
Title: C.E.O.
Date: 2/2/18

EXHIBIT A

Exhibit "A" Agreement

STATE OF TEXAS §
 § MUNICIPAL COURT COLLECTION
COUNTY OF DALLAS § SERVICES AGREEMENT

This Agreement is made and entered into by and between Gila d/b/a Municipal Services Bureau, a Texas limited liability company ("MSB"), and the Town of Addison, Texas (the "Town"), acting by and through their authorized representatives ("Agreement").

WHEREAS, the Town put out Request for Proposal No.17-64 for municipal court collection services; and

WHEREAS, MSB submitted a Response to RFP No. 17-64; and

WHEREAS, the Town desires to engage MSB for Municipal Court Collection Services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

Article I Term

1.1 The initial term of this Agreement shall be for a **two (2) year period** commencing on **March 1, 2017** (the "Effective Date"). The Town shall have the option to extend the term of this Agreement for **six (6) additional one-year periods**. After the initial term, this Agreement shall automatically renew for successive periods of one (1) year, each under the terms and conditions stated herein, unless either party gives prior notice of termination as provided herein.

1.2 The Town has the option to terminate this Agreement during the first six (6) months of the initial term if MSB does not perform the Agreement to the Town's satisfaction. Thereafter, either party may terminate this Agreement by giving the other party thirty (30) days prior written notice, for any reason or no reason. Upon termination, MSB shall have an additional thirty (30) days to collect the then outstanding billings.

Article II Contract Documents

2.1 Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence:

- A. This Agreement;
- B. The Town's Request for Proposal No.17-64; and
- C. MSB's Response to RFP No. 17-64

EXHIBIT A

Article III MSB's Responsibilities

3.1 Scope of Services. MSB shall provide the services specifically set forth in Exhibit "A".

3.2 Contact. MSB shall mail notices, telephone or otherwise contact persons, corporations and other legal entities that have pending arrest warrants issued by the Town Municipal Court Judge for failure to appear or for judgments rendered by the Addison Municipal Court and mail notices, telephone or otherwise contact persons, corporations or other legal entities that have criminal cases pending before the Addison Municipal Court for which judgment has not been entered (collectively referred to as "Defendants") in order to attempt to notify Defendants of their obligation with the Town. The purpose of the contact is to offer Defendants the opportunity to resolve their obligation voluntarily before the Town contemplates further action. The Town will provide the name and last known address of the Defendants, all information regarding the date(s) of the alleged violation(s), the date judgment was entered against the Defendants or the date the citation was filed, and the amount of any such fine(s). When appropriate, MSB will attempt to locate Defendants when the last known address is invalid. MSB will attempt to contact the Defendant at least eight (8) times in a 180-day period through a rotating telephone and letter cycle. The Town shall approve any form letter sent pursuant to this Agreement.

3.3 Contact Information. MSB will rely completely on the Town to provide correct information about the Defendants' existing cases and, specifically, about any monetary amount in question; and, the Town will immediately update and correct any information it has provided to MSB. In particular, the Town will immediately notify MSB of any payment or other satisfaction of a judgment made directly to the Town or any other action affecting the amount or timing of monies owed by the Defendants to the Town. MSB will return information on cases submitted for collection including all information developed by MSB regarding the Defendants' whereabouts, as requested by the Town.

3.4 Accounts Returned. MSB shall, subject to termination, have a minimum of 180 days to contact each Defendant referred to MSB. Such time period shall commence the first day of the following month in which the account was referred to MSB. Upon written request by the Town, MSB shall cease contact with any specific Defendant identified in the request. Subject to termination, for records retention, MSB shall retain an account for collection for a Defendant referred to MSB for a maximum of six (6) years.

3.5 Defendants Referred to the Town. MSB shall refer Defendants, who desire to resolve their respective judgment or obligation to the Addison Municipal Court by a means other than by payment of the outstanding monetary amount, to a person designated by the Town to respond to such Defendants.

3.6 Access to Contractor's System. The Town may request and be granted the ability to review Town cases in MSB's system at any time. System access would include complete account information and collection activity, including a thorough history of all written and verbal contacts and detailed payment information and is available via a terminal session through a web interface.

EXHIBIT A

3.7 Confidentiality. All information supplied by the Town to MSB shall be kept confidential and not disclosed to parties other than employees of MSB on a need-to-know basis for the purpose of contract performance and to the Defendants. MSB shall not disclose a social security number, driver's license number or any other information deemed confidential by the Town to anyone other than the Defendant or any individual or company used for the purpose of contract performance. Town will notify MSB of additional information deemed confidential, as appropriate.

3.8 Reporting Requirements. MSB shall provide monthly management reports. The reports shall include monthly activity as of the last day of a reporting month and shall be forwarded to the Town by the 5th working day of the month following the end of the reporting month. The required monthly reports shall be delivered electronically to the Town of Addison Municipal Court Administrator in a PDF file that can be printed on 8.5" x 11" paper. At minimum, the reports shall consist of the following reports:

- 1) History Analysis Report (Batch Summary),
- 2) Spindown Report,
- 3) Collections Data Summary Report,
- 4) Aged Receivables Report, and
- 5) Monthly Activity Reports (Monthly Submission, Payments, Call Volume, Mail Volume).

MSB must reconcile with the Court's software. Nothing herein prevents the Town from receiving additional reports from time to time as requested and as can be reasonably provided to the Town by MSB.

3.9 Verification of Defendant's Motor Vehicle Financial Responsibility Proof. Town will provide MSB with a daily listing of cases needing verification of financial responsibility (insurance) for the date and time a citation was issued to a Defendant. Town will provide a copy image of the proof filed by the Defendant along with sufficient information about the vehicle and date of offense to assist MSB with the verification process. MSB shall promptly verify each case by contacting the appropriate motor vehicle insurance provider to verify coverage and provide a report stating the outcome of the verification process and the status of said motor vehicle insurance coverage. Verification should be completed within 2 business days and not later than 3 business days from the date the insurance information is received.

Article IV Commissions on Fines Collected

4.1 Basic Commission Rate. MSB will be paid a collection fee in accordance with Article 103.0031 of the Texas Code of Criminal Procedure, as amended, whereby the Town will add a collection fee in the amount of thirty percent (30%) to each debt, accounts receivable or amount due that is more than sixty (60) days past due including (1) each unresolved case not issued for warrant and (2) each case in which a Capias Pro Fine Warrant or Arrest Warrant has been issued and each has been referred by the Town to MSB for collection. The Town may recall at any time, in its sole discretion, any case referred to MSB for collection and MSB will not be entitled to any fee for any money collected after the case has been recalled. MSB will not receive credit, or fee for non-cash credits.

EXHIBIT A

4.2 Notification of Collections. MSB shall instruct all Defendants to forward all payments directly to the Town. In the event MSB inadvertently receives a payment from a Defendant, MSB shall immediately forward said payment directly to the Town. MSB shall not endorse, deposit or cash any payments received from any Defendants. MSB shall, on or before the fifteenth (15th) day of each calendar month, provide the Town a detailed report to identify all Defendants known to have their judgments or obligations resolved during the prior calendar month with an invoice for MSB's fee for such calendar month. The Town agrees to promptly review the report and invoice, and forward payment to MSB within thirty (30) days after verification of the report and invoice. MSB makes no warranties or representations, expressed or implied, about the amount of funds that will be collected, and MSB shall have no liability for any amounts uncollected. The only liability of MSB shall be to forward any funds collected to the Town.

Article V Insurance

During the term hereof MSB shall maintain in full force and effect the insurance requirements as specified in Exhibit "A".

Article VI Miscellaneous Provisions

6.1 Fiscal Funding. The Town of Addison is a home rule municipal corporation operated and funded on an October 1st to September 30th fiscal year. In the event that the Town Council of the Town of does not approve the appropriation of funds for this Agreement, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

6.2 Indemnification. MSB AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY MSB UNDER THIS AGREEMENT, EXCEPT, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE TOWN, ITS OFFICERS, AGENTS, OR EMPLOYEES, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF MSB AND THE TOWN, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE PARTIES UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

EXHIBIT A

6.3 Independent Contractor. It is understood and agreed by and between the parties that MSB in satisfying the conditions of this Agreement, is acting independently, and that the Town assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by MSB pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the Town. MSB shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. The Town and MSB understand that MSB shall not be entitled to life or health insurance, sick leave, vacation, longevity or other employee benefits, such as participation in the Texas Municipal Retirement System, which may be afforded to employees of the Town. The Town and MSB agree that MSB shall be liable for any income taxes or FICA due to the Federal or State Government. It is understood and agreed that MSB shall provide its own tools, equipment, supplies, and uniforms and that MSB is allowed to perform work for others.

6.4 Entire Agreement. This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

6.5 Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by MSB without the prior written consent of the Town. In the event of an assignment by MSB to which the Town has consented, the assignee shall agree in writing to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.6 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.7 Governing Law. The laws of the State of Texas shall govern this Agreement; and, venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may be amended by the mutual Agreement of the parties to it, in writing to be attached to and incorporated in this Agreement.

6.9 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.11 Recitals. The recitals to this Agreement are incorporated herein.

6.12 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below,

EXHIBIT A

or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

Notice to MSB:
Bruce Cummings, CEO
Municipal Services Bureau
8325 Tuscany Way, Bldg 4
Austin, Texas 78754

Notice to Town:
Paula Dale, Municipal Court Administrator
Town of Addison Municipal Court
4799 Airport Parkway
Addison, Texas 75001

With Copy to Town Attorney:
Brenda McDonald
Messer, Rockefeller and Fort, PLLC
6351 Preston Road, Suite 350
Frisco, Texas 75034

6.13 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in it.

6.14 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

6.15 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[signature page to follow]

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

TOWN OF ADDISON, TEXAS

**GILA D/B/A MUNICIPAL SERVICES
BUREAU**

Wesley S. Pierson, City Manager
Date: _____

Name: _____
Title: _____
Date: _____

EXHIBIT A

EXHIBIT A

- A. The Town's Request for Proposal No. 16-154; and
- B. MSB's Response to RFP No. 16-154 (available to review on file with the Town's Purchasing Office)

EXHIBIT A

Town of Addison

ED 16-154

Solicitation 16-154

Court Collection Services

Bid Designation: Public



Town of Addison

8/26/2016 9:55 AM

p. 1

TOWN OF ADDISON'S
MUNICIPAL COURT COLLECTION SERVICES AGREEMENT

PAGE 9

EXHIBIT A

Town of Addison		Bid 16-154
Bid 16-154 Court Collection Services		
Bid Number	16-154	
Bid Title	Court Collection Services	
Bid Start Date	Aug 25, 2016 10:36:59 AM CDT	
Bid End Date	Sep 22, 2016 2:00:00 PM CDT	
Question & Answer End Date	Sep 19, 2016 12:00:00 PM CDT	
Bid Contact	Will Newcomer Purchasing Manager	
Description		
*EMAIL AND FAX SUBMITTALS WILL NOT BE ACCEPTED.		
8/25/2016 9:39 AM		p. 2

EXHIBIT A

Town of Addison

Bid 16-154



REQUEST FOR PROPOSAL 16-154 COURT COLLECTION SERVICES

SUBMISSION:

All Sealed Proposals (bids/proposals) should include all documents as required. RFP submittals shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below. Submit one (1) original, two (2) copies and one (1) electronic version (thumb drive preferred).

FACSIMILE OR EMAIL TRANSMITTALS WILL NOT BE ACCEPTED.

Submission of Proposals:

RFP packet may be viewed electronically via <http://www.bidsync.com>

Mail/hand-deliver to: 5350 Beltline Road
Finance Department
Dallas, Texas 75254
Proposal: #16-154
Closing: 2:00 P.M., Sept. 22, 2016 Local Time
Label Envelope: "RFP 16-154: Court Collection Services"

CLOSING:

ALL RESPONSES MUST BE RECEIVED IN TOWN OF ADDISON FINANCE OFFICE BEFORE PROPOSAL CLOSING DATE AND TIME - NO EXCEPTIONS.

LATE PROPOSALS:

Proposals/bids received in the Finance Office after submission deadline will be returned unopened and will be considered void and unacceptable. The Town of Addison is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Finance Office shall be the official time of receipt. The Town of Addison reserves the right to reject any and all proposals and to waive any informality in the proposals received.

QUESTIONS:

Any questions, Technical and/or Non-Technical pertaining to this RFP must be submitted through www.bidsync.com. The deadline to ask questions is September 19, 2016 at 12:00 P.M. local time.

8/22/2016 3:59 AM

p. 3

TOWN OF ADDISON/MSB
MUNICIPAL COURT COLLECTION SERVICES AGREEMENT

PAGE 11

EXHIBIT A

Town of Addison

Bid 16-154

RFP 16-154 COURT COLLECTION SERVICES

I. OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms for the collection of outstanding fines and fees for the Town of Addison Municipal Court.

The successful Collection Agency (vendor) must clearly demonstrate the ability to provide immediate and consistent collection results and provide a timely return of the funds collected.

II. BACKGROUND/HISTORY-DORMANT ACCOUNTS

Addison Municipal Court is responsible for the adjudication of traffic and Class C misdemeanor offenses as prescribed by Texas State Law. Many cases result in arrest warrants issued if the defendant fails to comply with court ordered fines/fees or does not otherwise satisfactorily dispose of their case. Any outstanding warrants sixty days or older may be subject to a 30% collection fee as authorized by the State of Texas Code of Criminal Procedure Art. 103.0031. Any outstanding warrants with an assessed collection fee may be submitted to an outside agency for collection.

Outstanding Warrant amounts:
Alias: 3,025 Capias: 2,112
Total amount: \$1,142,408 Total amount: \$795,627

III. NATURE OF SERVICES REQUIRED

A. The Court will provide the following functions:

1. Provide a monthly extraction of cases meeting the criteria set by the Court as candidates for remote collection. The extraction includes but is not limited to the following data:

Defendant Name	Defendant Address	Case Number
Warrant No.	Defendant Phone	Defendant D.L. #
Defendant D.L. State	Offense Description	Date of Offense
Balance Assessed	Balance Paid	Balance Outstanding
Warrant Status Date	Warrant Status	Employer
Employer Phone	Date of Birth	

2. The Court will prepare and submit an itemized daily payment/clearance report identifying all cases which were previously assigned to the collection agency and cases where payments were made directly to the Court. The report will also document other changes relating to the disposition of cases, such as arrests, time served and dismissals.

8/25/2016 9:59 AM

p. 4

EXHIBIT A

Town of Addison

Bid 16-154

Note: The data will be provided to the vendor in the Addison Format.

It is the vendor's responsibility to assure compatibility of the Court's data files and transmittal medium to the vendor's database (Addison uses Incode).

3. The Court will provide the vendor with a list of delinquent cases. Cases will be at least sixty days old when referred for outside collection. Subsequent delinquent account files will be issued recurring on either a monthly, daily or weekly basis. The vendor will process all accounts for a mutually agreed upon period.
- B. The vendor will be required to make a minimum of three (3) follow-up contacts for each person listed as a delinquent account.
 1. The vendor shall make at least two (2) written contacts via postal service. The format and language of all written correspondence must be pre-approved by the Court. All costs associated with all collection efforts shall be paid by the vendor.
 2. If a telephone number is known, the vendor shall attempt at least one (1) telephone contact with each defendant. All costs associated with telephone contact shall be paid by the vendor.
 3. All written and/or telephone contact shall cease immediately upon case closure. Case closure may be due to: Court dismissal; payment of fines/costs; time served; expiration of allocated collection time; termination of contract.
 4. **Under no circumstances shall the vendor make contact with the defendant in person.**
- C. In all written and telephone correspondence, the vendor shall instruct the defendant to make payment to Town of Addison Municipal Court via the Court's website, by phone, by mail or in person.
- D. Additional written and/or telephone correspondence may be made at the vendor's discretion. **Telephone contact attempts shall be strictly limited to between the hours of 8:00 a.m. and 9:00 p.m. central time.**
- E. The Court and the vendor will jointly review and reconcile cases on a monthly basis for which payment is due to the vendor.
 1. In accordance with applicable Texas State Law, the Town may add thirty percent (30%) to the total amount due in certain cases that are more than sixty days past due and referred for collection. The Town may, at its sole discretion, instruct vendor to add the 30% fee upon receipt of case information. It is at the Town's sole discretion as to which defendant accounts are subject to the 30% fee.

8/25/2016 9:59 AM

p. 5

EXHIBIT A

Town of Addison

Bid 16-154

2. No payments will be made to the vendor for persons arrested by Law Enforcement Agencies prior to the Court's receipt of a voluntary payment, or for a case which is subsequently dismissed, or for which no money is actually received by the Court.
 3. The 30% fee does not apply to cases disposed of by non-cash transactions such as time served, community service, dismissal, etc.
 4. The 30% fee will be prorated on all partial payments.
- F. The Court may recall at anytime from the vendor a warrant previously referred for collections when, in the opinion of the Court, the best interest will be served by recalling the warrant.
- G. **The vendor shall exercise due diligence, reasonable and ethical practices and employ only lawful means to facilitate the collection all accounts/warrants.**

IV. INFORMATION TO BE PROVIDED BY THE VENDOR

In order to simplify the review process and obtain the maximum degree of comparison between firms, please submit your proposal according to the following outline:

- A. Letter of Transmittal (limit to two (2) pages). Be specific about the firm's collection expertise as it relates to Texas courts.
1. Briefly state the vendor's understanding of the work to be accomplished and make a commitment to perform the work in the required time frames stated in the proposal.
 2. State the names of the person(s) who will be authorized to make representations for the vendor, their titles, addresses and telephone numbers.
 3. State that the person(s) signing the letter has been authorized to bind the vendor.
- B. Vendor's Qualifications
1. State the location of the office that will have primary responsibility for the Collections Services performed under this contract as well as the number of professional staff employed at that office.
 2. Describe the range of activities performed by the firm.
 3. State the vendor's experience as it applies to the collections of delinquent warrants. Specifically list all courts for which the vendor currently provides collection.

8/25/2016 9:59 AM

p. 6

EXHIBIT A

Town of Addison

Bid 16-154

4. State if any conflicts of interest exist in representing the Town of Addison Municipal Court.
 5. State whether the vendor or any of its principals have been disbarred or suspended from contracting with any public entity.
 6. Have you or any member of your firm or company been involved in any claim or litigation involving collection practices in the past ten years? If so, please explain.
 7. List three references from current court clients (required).
 8. Provide a detailed implementation timeline.
- C. Collections Procedures
1. Provide a summary of collection activities proposed to collect the Court's warrants, i.e. collection letters, telephone contacts, skip trace techniques, daytime and evening collection staff, payment options, etc.
 2. Detail vendor's payment processing services.
 2. State the vendor's methodology for handling customers' questions and problems.
 3. State the vendor's methodology for handling non-English speaking customers.
 4. List a contact name and number for complaints.
- D. Collection Notices
1. Provide examples of all written collection notices to be mailed.
 2. Provide a copy of telephone collector's guide and training material.
- E. Computer Network
1. State a brief description of the computer system used and it's updated capabilities.
 2. State whether terminal access will be made available for on-line inquiry.
 3. Identify the form and frequency of data transfer both to and from the vendor.
 4. Describe the vendor's ability to maintain records of placements, collections,

8/25/2016 9:59 AM

p. 7

EXHIBIT A

Town of Addison

Bid 16-154

recovery and producing reports, and billing for an unlimited number of clients and debtors, and describe backup capabilities.

5. Detail vendor's Disaster Recovery Plan.

F. Management Reports

1. The vendor should acknowledge the need for a cooperative effort and open communications between the vendor and the Court. The frequency of reporting and the content of data transmitted to the Court should be identified.
2. It is agreed that the vendor shall maintain and make available for inspection, audit and/or reproduction any authorized representative of the Court or any external auditor representing the Court—books, documents, and other relevant information pertaining to the collections carried out for the Court and the expenses of this contract.
3. Include examples of reports.

G. Fee Structure

The fee structure will be expressed as a percentage (%) of actual monies received.

V. PROPOSAL CONTENTS

All proposals submitted must include the following:

- A. All criteria outlined in Section IV
- B. Evidence of financial stability

VI. EVALUATION OF PROPOSALS

A. Proposals will be evaluated using the following criteria.

1. Mandatory Minimum Requirements:
 - 100 Texas court clients
 - A minimum of five years of collecting court fines
2. Vendor qualifications:
 - Total number of court clients
 - Experience in collecting court fines

8/25/2016 9:39 AM

p. 8

EXHIBIT A

Town of Addison

Bid 16-154

- Experience with clients with similar volume of cases
- Three court references are required
- Experience and stability of key staff members
- Collection techniques utilized

3. Collection Procedures:

- Collection efforts proposed
- Procedures for letter sending
- Telephone calls and skip tracing
- Collection time period
- Payment handling
- Implementing work plan and timetable
- Communicating with non-English speaking clients

4. Collection Notices:

- Customer service methodology of contacts and notices -- handling customer's questions/problems. Example: letters, telephone transcripts, etc.
- Adequacy and sophistication of telephone resources

5. Computer Network:

- Adequacy and sophistication of Data Processing Resources
- Data transfer procedures
- On-line inquiry capabilities. How often is data refreshed?
- Proposed methodology for data transfer to and from the Court data base

6. Management Reports:

- Reports provided to the Court
- Flexibility in meeting the Court's reporting needs

8/25/2016 9:39 AM

P. 9

EXHIBIT A

Town of Addison

Bid 16-154

- Responses to Auditor inquiries and confirmation requests

The award of a Collection Services contract will be made to the vendor who is the most qualified. Fee structure for the collection services will be by separate negotiation based on statutory limits.

VII. EVALUATION RATING/POINT SYSTEM

A. Vendor Qualifications and Effectiveness	35 points
B. Collections Processes and Procedures	20 points
C. References for Similar Engagements	20 points
D. Computer Network Compatibility	10 points
E. Reporting Capabilities	10 points
F. Prior positive experience with the Town	5 points
TOTAL	100 points

8/25/2016 9:59 AM

p. 10

TOWN OF ADDISON
MUNICIPAL COURT COLLECTION SERVICES AGREEMENT

PAGE 18

EXHIBIT A

Town of Addison

Bid 16-154



Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 49) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/inf_form1295.htm, please follow Instructional Video for Business Entities.

8/25/2016 9:39 AM

p. 11

EXHIBIT A

Town of Addison Bid 16-154

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 88th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p>_____</p>		
<p>2 <input type="checkbox"/> 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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">Name of Officer</p> <p>_____</p> <p style="font-size: x-small;">This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p>		
<p>4 _____</p> <p style="text-align: center; font-size: x-small;">Signature of person doing business with the governmental entity</p>		<p>_____</p> <p style="text-align: center; font-size: x-small;">Date</p>

8/25/2016 9:39 AM Adopted 06/28/2007 p. 12

EXHIBIT A

Town of Addison
CITY OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

Bid 16-154

REQUIREMENTS

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	CITY OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000, Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be faxed to the Purchasing Department: 972-450-7074 or emailed to: purchasing@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.

8/25/2016 9:59 AM

p. 13

EXHIBIT A

Town of Addison

Bid 16-154

2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ Date: _____

8/25/2016 9:59 AM

2
p. 14

EXHIBIT A

Town of Addison

Bid 16-154

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claim"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:

8/25/2016 9:59 AM

p. 15

EXHIBIT A

Town of Addison

Bid 16-154

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:

8/25/2016 9:59 AM

p. 16

EXHIBIT A

Town of Addison

Bid 16-154

Town of Addison

REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. **APPLICABILITY.** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION.** The Town utilizes the following for official notifications of proposal opportunities: www.addisonnj.gov and the Office's Business Hours of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Requests for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BuBuyer for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS.** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE.** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING.** It is the intent of the Town to consider interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT.** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 701 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE.** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **IDENTITY PROTECTION.** See attached Town of Addison minimum requirements.
10. **ERROR QUANTUM.** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE.** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer submitted most advantageous to the Town by first item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL.** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS.** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissatisfied will terminate the contract in accordance with its initial specified term.
14. **TAXES/EXEMPTION.** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS.** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING.** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. Do not proper cash discount may be computed; invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

8/25/2016 9:59 AM

p. 17

EXHIBIT A

Town of Addison

Bid 16-154

17. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT.** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, directed individuals, contractors, and governmental entities to lawfully use and rely on electronic signatures.

18. **FUNDING OUT CLAUSE.** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, delayed or are otherwise not available to the Town.

19. **DISPUTE RESOLUTION.** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) If the response does not resolve the Claim, in the opinion of the Contractor, the Contractor will give notice to the Town, whereupon, each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) If those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. **DISCLOSURE OF CERTAIN RELATIONSHIPS.** Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, conducting doing business with a local government entity disclose in the Questionnaire Form C20, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By use, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (1) began discussions or negotiations to enter into a contract with the local government entity, or (2) submits to the local government entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local government entity, or (b) the date the person becomes aware (1) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (2) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.texas.gov/industrialandcommerce.

By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. **WARRANTY.** Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorney fees, and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of law rules or the conflict of law rules of any other jurisdiction.

23. **VENUE.** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall be exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. **TERMINATION FOR CAUSE OR CONVENIENCE.** The Town at any time after issuance of this agreement by 30 days written notice to the Supplier, has the absolute right to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). Cause shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of materials and work in process or 'consigned' to the Town as of the effective date of the termination.

25. **FORCE MAJEURE.** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or any obligation or duty under this agreement (based on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its negligence, neglect or omission), then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. **BEO.** During evaluation process Town reserves the right to request a bid and final offer upon completion of negotiations.

27. **PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION.** Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

8/25/2016 9:59 AM

p. 16

EXHIBIT A

Town of Addison

Big 16-154

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by letter in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

20. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detail, description, dimension, or point, shall be regarded as meaning that only the local commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

21. RECIPROCAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

8/25/2018 9:39 AM

p. 19

TOWN OF ADDISON/MSB
MUNICIPAL COURT COLLECTION SERVICES AGREEMENT

PAGE 27

EXHIBIT A

Town of Addison

Bid 16-154

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT.

Section I. Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officer:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Home Address: If different than your physical address:

Section II. Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSyme to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse**

8/25/2016 9:59 AM

p. 20

EXHIBIT A

Town of Addison

Bid 16-154

Auctions ONLY. The successful contractor/supplier agrees to pay BidSolve a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsolve.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractor/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgment of Addenda: 1 2 3 4 5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or other the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of Days.

8/25/2016 8:39 AM

p. 21

EXHIBIT A

Town of Addison

Bid 16-154

Exception: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB). It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website: <http://www.window.state.tx.us/recprocment/omb/cmbhubb.html>

HUB Owned Business: Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

8/25/2016 8:39 AM

p. 22

EXHIBIT A

Town of Addison

Bid 16-154

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison

1/29/13

8/25/2018 8:59 AM

p. 23

TOWN OF ADDISON/MSB
MUNICIPAL COURT COLLECTION SERVICES AGREEMENT

PAGE 31

EXHIBIT A

Town of Addison

Bid 16-154

Question and Answers for Bid #16-154 - Court Collection Services

Overall Bid Questions

There are no questions associated with this bid.

8/25/2016 9:59 AM p. 24