



CITY OF LAREDO REQUEST FOR PROPOSALS MUNICIPAL COURT COLLECTION SERVICES
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Notice is hereby given that the City of Laredo is now accepting sealed proposals for the selection of a firm or individual to actively pursue collection of delinquent fines and costs assessed by the Municipal Court

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us. Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on November 09, 2009 and all proposals received will be opened and publicly acknowledged at 3:00 PM on November 10, 2009.**

Proposals are to be submitted in a sealed envelope clearly marked:

**Request for Proposal – Municipal Court Collection Services
FY10-008**

Proposals are to be mailed: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

PLEASE SUBMIT ONE ORIGINAL SIGNATURE PROPOSAL AND FOUR (4) COPIES.

CITY OF LAREDO
PURCHASING DIVISION

Vendor Information:
Please complete all information requested below and submit with your package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: _____

Signature _____ Date _____
of person authorized to sign proposal

Print Name _____
of person authorized to sign proposal

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Vendor's Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

**CITY OF LAREDO
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TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS

GENERAL CONDITIONS

Vendors are required to submit Proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1. PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. The vendor shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Vendor is required to state exactly what they intend to furnish; otherwise Vendor shall be required to furnish the items as specified.

3. SUBMISSION OF PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Vendors cover sheet, all Proposals must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Proposals must be submitted on the forms furnished. Telegraphic and facsimile proposals will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
- (e) Proposals must be valid for a period of sixty days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4. REJECTION OF PROPOSALS

The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE " basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes
- (f) No proposal submitted herein shall be considered unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.

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5. WITHDRAWAL OF PROPOSALS

Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6. LATE PROPOSALS OR MODIFICATIONS

Proposals and modifications received after the time set for the proposal opening will not be considered. Late proposals will be returned to the vendor unopened.

7. CLARIFICATIONS OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of proposal documents. The City will not be responsible for any other explanations or interpretations of the proposed proposal made or given prior to the proposal opening or award of contract. Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 VENDOR DISCOUNTS

- (a) Percent discounts within a certain period of time can be considered in making the award. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (NOT APPLICABLE FOR THIS CONTRACT AWARD)

There are two types of contracts awarded for materials, equipment or services.

- (a) **ACTUAL QUANTITIES CONTRACT:** Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject to change orders, which may increase or decrease the commodities purchased by 25% more or less.
- (b) **ANNUAL SUPPLY CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to Vendors is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

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10. AWARD OF CONTRACT

- (a) The contract will be awarded to the vendor who provides the best value for the city based on the evaluation factors listed in the request for proposal document, in accordance to the provisions of the State of Texas - Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. Proof: The vendor shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful vendor results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be that set forth in the purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie proposal, the successful vendor will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11. PAYMENTS & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
 - (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
 - (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on Proposal schedule.
- All invoices shall be mailed to the Accounts Payable Office, City Hall, PO. Box 210, Laredo, Texas 78042.

12. NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or proposal, that such proposal or proposal is genuine and not collusive or sham; that said Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any vendor or person, to put in a sham proposal or to refrain from submitting a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other vendor, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or proposal are true.

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REQUEST FOR PROPOSAL

Municipal Court Collection Services

13.0 General

The City of Laredo, TX is seeking proposals for collection services to actively pursue collection of delinquent Municipal Court costs, fines and fees for traffic citations, pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. The City is seeking proposals from qualified firms or individuals capable of performing the services herein described with adequate personnel and data processing capabilities to properly process and collect the City's delinquent Municipal court costs, fines, and fees accounts. Such undertakings shall be handled promptly and efficiently through ethical and lawful means. The successful respondent shall be well versed not only with Article 103.0031 mentioned above but should also be familiar with the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act and all other laws applicable to this type of activity. The successful respondent shall be cognizant of the contractual restriction inherent in these collections, and shall hold the City of Laredo harmless for any collection errors due to the service's activity. The City of Laredo shall not guarantee any minimum number of accounts or amount of compensation under this contract.

14.0 Background

The City of Laredo is located in Webb County, Texas. The municipal government provided by the City of Laredo Charter is a "council-manager government". All powers of the city are vested in an elective city council which enacts local legislation, adopts budgets, determines policies and appoints the city manager.

- 14.1 The successful respondent shall provide all collection and related services for all delinquent obligations under accounts referred by the City. These obligations include all delinquent citations, penalties, interest and other statutory amounts due under the referred accounts. The successful respondent shall provide all collection and related services on its premises located in the state of Texas, with its personnel and its other resources.
- 14.2 In its referrals and otherwise, the City shall furnish to the Successful Respondent information that the City believes to be reliable; however, the City of Laredo shall not guarantee the accuracy or completeness of any information provided to the successful respondent under the RFP or the contract. The City of Laredo shall not be liable to the successful respondent or any other entity or person for any losses, damages, claims or any other amounts resulting from the successful respondent's use of or reliance on such information or information independently collected by the successful respondent.
- 14.3 The successful respondent shall accept and provide collection services on all referrals from the City of Laredo. The City anticipates that a significant number of the referrals will be accounts of persons who are Spanish speaking only. The successful respondent shall have a sufficient number of Spanish speaking persons available for the collection efforts.
- 14.4 The City of Laredo reserves the right, in its sole discretion, to withdraw any account from the successful respondent at any stage of the collection process; such withdrawals are effective upon the successful respondent's receipt of oral or written notification by the City. Upon the successful respondent's receipt of oral or written notification by the City's Project Manager, the successful respondent shall immediately suspend collection activity on the withdrawn account. The successful respondent shall receive no compensation or any other amounts for accounts withdrawn by the City of Laredo prior to collection or due to the City's withdrawal of such accounts.
- 14.5 The successful respondent and its collection procedures shall comply with Article 103.0031 of the Texas Code of Criminal Procedure, the Federal Fair Debt Collection Practices Act; the Federal Truth and Lending Act; the Deceptive Trade Practices Act; the Texas Debt Collection Practices Act; the regulations of the Federal Trade Commission; and all other state, federal and local laws, rules, regulations, guidelines and procedures applicable to collection services and the services contracted under the Contract. The City of Laredo shall

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approve the successful respondent's proposed collection procedures prior to beginning of work under the Contract. The City of Laredo reserves the right, in its sole discretion, to unilaterally amend the contract to bring it into compliance with all applicable laws, rules, regulations, guidelines, and procedures during the term of such contract.

- 14.6 The successful respondent shall perform all services in a professional, straightforward manner. The successful respondent shall provide adequate supervision of its employees and shall perform quality assurance review of all work performed. With all accounts, the successful respondent shall use consistent collection efforts according to approved procedures.
- 14.7 The successful respondent may not initiate litigation on any referred accounts.
- 14.8 The successful respondent shall not settle or compromise any referred account for less than the full amount owed (including all allowable costs, if any) without written authorization from the City of Laredo.
- 14.9 The successful respondent shall serve as an independent contractor and not as an agent of the City of Laredo. The Successful Respondent shall indemnify the City of Laredo for any losses, damages, claims, judgments, or any other amounts incurred by the City of Laredo resulting from the Successful Respondent's violation of state and federal debt collection statutes or by the negligence of the Successful Respondent its representatives, employees, agents or officers.
- 14.10 The Successful Respondent shall be solely responsible for providing all described and related services.
- 15.0 Resources
- The successful respondent shall provide all hardware, software, personnel, services, facilities, materials and other resources necessary for the successful respondent's completion of all collection services in the manner required by the Contract. The successful respondent must be licensed and authorized or become licensed or authorized to provide collection services in all jurisdictions where delinquent debtors are located and where such licensing is required. The successful respondent shall provide all collection services reasonably related to those described in the Contract.
- 15.1 The successful respondent and any of its subcontractors shall be independent contractors. The successful respondent and its subcontractors are solely responsible for their employees. The successful respondent must have the City's written approval prior to entering into any subcontracts for the services under the Contract. Subcontractors must adhere to all requirements in the Contract and the requirements of this RFP and any other requirements to which the successful respondent is held.
- 15.2 The successful respondent shall submit for the City's approval a proposed schedule containing the sequence of collection services to be provided in the form of project timelines. The successful respondent shall perform services without interruption except as provided herein. The successful respondent shall communicate regularly on an agreed-upon schedule with the City's project manager to provide updates regarding the project timeline and the services performed.
- 15.3 The City's Obligations
- The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP. The City reserves the right, in its sole discretion, to select one or more qualified responses to this RFP without discussion of responses with the respondents. The City reserves the right to reject any or all submitted proposals.

16.0 Scope of Services Required

The collection contractor shall be responsible for the following duties and services:

- 16.1 Preparing delinquent costs, fines and fees reports and updates based on data provided by the City of Laredo Municipal Court.
- 16.2 Preparing and sending such notices to delinquent defendants as may be required by law or as may be advisable for the purpose of expediting collections.
- 16.3 Advising the City of Laredo Municipal Court Judge, City Attorney, and Administration on issues that arise in the process of delinquent costs, fine, and fee collection.
- 16.4 The successful respondent must present a quarterly report of Delinquent costs, fines, & fees Collections and updates on all actions in process to the Municipal Court administration.
- 16.5. The successful respondent must have experience in the collection of delinquent costs, fines & fees.

17.0. Proposal Requirements

Respondents are encouraged to submit concise and clear responses to this solicitation. Responses of excessive length and/or complexity are discouraged. Each respondent must address, but is not limited to, the following requested information.

Proposals that do not include the required information may be deemed non-responsive and may not be considered for contract award. Respondents are encouraged to be specific about the its expertise as it relates to the request for proposal.

All documents and information must be complete and bear proper signature(s) of binding party(ies).

- 17.1 Company name, including the addresses of all vendor offices identifying in which office the work will be performed.
- 17.2 Name, position, phone, fax numbers, e-mail contact, and web presence of contact person(s).
- 17.3 Names of principals in the company; years the company has been in business.
- 17.4 Description of the manner that will be used to ensure secure data transfer from the municipal court that maintains data integrity.
- 17.5. Specific description of the collections software to be supplied at the collections company's sole expense to support all collections operations. This software must be compatible with software that is in use by the Laredo Municipal Court. Any conversion must be provided by the collections firm at its sole expense by persons paid by the collections firm. The City of Laredo currently utilizes INCODE Municipal Court software
- 17.6 Description of the capability to provide computer technical support for any initial programming required to transfer all necessary collections data to the collections firm in a timely manner at the collections firm's sole expense.

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- 17.7 Evidence sufficient knowledge of all applicable federal, state and local laws and regulations regarding debt collection as well as registration or authorization to collect debts with the State of Texas. Demonstrate ability to effect collections in all 50 States, Canada and Mexico as well as meeting all interstate collection requirements.
- 17.8 Number of staff by discipline in the office that will be working on project and appointed project manager for proposed project. Respondents shall provide a description of the experience, qualifications and workload of the persons who will be assigned to the collection of the Laredo Municipal Court accounts.
- 17.9 List and briefly describe any on-going or completed similar municipal court projects, with dates and performance results for each project. Include names, addresses and phone numbers of representatives of these municipal court
- 17.10 Projects who can be contacted as references. The City will contact one or more of the operating sites of the respondent's clients to verify representations made by your company.
- 17.10 Current workload of the staff that would be responsible for rendering the service(s) required. Specify the current status of office project workload.
- 17.11 With respect to any work performed listing of all litigation pending, settled or adjudicated within the past 5 years against or involving the firm, agents and/or employees.
- 17.12 Set forth the process and procedure whereby the firm shall suspend the collection efforts on any account upon written notice to do so by an authorized representative of the City (including telefaxes) and transfer accounts back to the court upon request at no cost to the City.
- 17.13 Provide formats for monthly reports to the Municipal Court, including a detailed report of collection with dollar amounts and quantities, a summary of delinquent and collections by month, and an aged accounts receivable balance report.
- 17.14 Describe in detail what information is required from the City of Laredo in support of the collection service.
- 17.15 Any other items, which the respondent deems necessary.
- 17.16 Proposed project schedule.
- 17.17 Capacity to provide the service required in a timely and consistent manner.
- 17.18 Proposed fee structure

18.0 Evaluation Process

An evaluation committee named by the City Manager will review all proposals utilizing the evaluation criteria noted below. A final recommendation will be submitted to the Finance and Operations Committee of the City Council for future consideration by the full body.

19.0 Selection Process

Based on the Evaluation Committee or outside Consultant's review, it is expected that several firms may be short-listed for further consideration, and may be required to submit supplemental information. Additionally, after review of the findings of the committee or the outside consultant submitted to the City Manager, firms will be required to make a formal public presentation before the selection committee.

20.0 Evaluation Criteria

The following criteria and weight factors will generally be used to evaluate this request for proposals:

- 20.1. Experience in providing costs, fines, and fees collection services to other government entities and success ratio in performing this service. (0-25)
- 20.2 Capability to perform all of the costs, fines, and fees collection services required by this request for proposal including technical capability. (0-25)
- 20.3 Reputation for personal and professional integrity and competence and knowledge of federal, state, and local regulations policies and procedures applicable to this type of service. (0-25)
- 20.4 Key personnel's professional background, caliber, and experience in providing the service required. (0-15)
- 20.5 Current workload and ability to meet schedules or deadlines. (0-15)
- 20.6 Service fee structure and copy of contract. The fee structure and contract must be in accordance with the Applicable Law addressing Municipal Court Delinquent Costs, Fines and Fees Collection Services. (0-10)

21.0 ADDITIONAL INFORMATION

The following Items must be included as part of your request for proposal submittals:

21.1 Executive Summary

List local office(s) and resources. Convey your organizations plan for conferring on a regular basis with the full time Laredo Municipal Judge.

Overview of services proposed

Delinquent Municipal Court Costs, Fines and Fees collection services

Proposed work plan

Defendant communications program

Address research, location program and Bankruptcy collection program

Defendant assistance

Include descriptions of the following processes:

Delinquent Municipal Court Costs, Fines, and Fees Collection History

21.2 Describe your organization's personnel:

Specify the number of full-time employees for firm (not including attorneys)

Specify the number of full-time attorneys employed by your firm

Identify the personnel who would handle collections for the City of Laredo

Provide biographies of key management and attorneys

21.3 Collection Technology

Describe the computer hardware and software used to collect delinquent Municipal Court costs, fines, and fees

Describe how it will interact with the City of Laredo Municipal Court computer system as well as the manner in which the transfer of data and any necessary conversion will be handled.

Identify the firm's technical personnel and technical support available to the City.

21.4 References

Provide at least two (2) references (entities) for which your firm provides collection services of costs, fines, and fees. These references should include the name of the contact person, address, and phone number.

Explanation of fees (include a sample contract).

Any other information you consider relevant to collection of delinquent Municipal Court costs, fines and fees or this contract.

22.0 Contract Award

The City does not guarantee that a contract (or contracts) will be awarded as a result of the RFP. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded. City staff will review all proposals for compliance and thoroughness. The proposals found to be in compliance will then be distributed to the members of an Evaluation Committee established by the City Manager. All proposals meeting the minimum criteria will be evaluated according to the criteria and weights set forth in the evaluation form.

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Despite the possibility of preliminary negotiations for enhancements, respondents are strongly encouraged to submit their best and final offer in the original proposal.

Upon the approval of a successful respondent, the City's legal counsel will proceed with contract negotiations and attempt to finalize a Contract with successful respondent. The City anticipates that these negotiations will involve few issues and be expedited; however, if a Contract cannot be successfully negotiated within a reasonable period of time, contract negotiations will be terminated, and negotiations with the next highest-ranking respondent may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the City of Laredo reserves the right, in its sole discretion, and at any time upon failure of negotiations, to reissue or withdraw the RFP rather than continue with negotiations.

23.0 Contract Term

In the event that this contract is awarded by the City Council, the initial term shall be for a period of two years with an option to extend this contract for two, additional one year terms.

24 Vendors Instructions:

Sealed proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on November 9, 2009; and all proposals received will be opened and publicly acknowledged at 3:00 PM, November 10, 2009 at the Office of the City Secretary.

Proposals are to be mailed: City of Laredo - City Secretary
 C/O Gustavo Guevara, Jr.
 City Hall - Third Floor
 P. O. Box 579
 Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary
 C/O Gustavo Guevara, Jr.
 City Hall - Third Floor
 1110 Houston Street
 Laredo, Texas 78040

City of Laredo

Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **The Board of Commissioners of the Laredo Housing Authority**
9. **The Executive Director of the Laredo Housing Authority**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th 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).

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.

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.

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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 pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

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? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 _____
Signature of person doing business with the governmental entity

Date