

2812 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

May 17, 2018

**Lucy G. Canales, Capital Partner**  
Linebarger Goggan Blair & Sampson, LLP  
205 S. Pin Oak  
Edinburg, Texas 78539

via email: [lucyc@lgbs.com](mailto:lucyc@lgbs.com)

**Re: HB Form 1295 Required/Renewal/Extension Notice**  
**C-15-041-07-07-"Collection of Delinquent Court Fees, Fines, and Related Court Cost for Hidalgo County"**

Dear Mrs. Canales:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with **Linebarger Goggan Blair & Sampson, LLP**, for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In **box 3** of **Form 1295**, provide **CONTRACT No. E-18-093-00-00**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us) **by no later than Monday, May 21, 2018**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us) by no later than date reflected above.

By:

*Lucy G. Canales*

Lucy G. Canales, Capital Partner

Date:

*5/18/2018*

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

*Mar R. Trevino*

Mar R. Trevino  
Hidalgo County Assistant Purchasing Agent

DRT/rv

Enclosures



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Commercial Lines - (713) 507-4700 USI Insurance Services National, Inc. 24 Greenway Plaza, Suite 1100 Houston, TX 77046-2401	<b>CONTACT NAME:</b> Yvonne McClintock-Green <b>PHONE (A/C, No, Ext):</b> 281-677-0636 <b>FAX (A/C, No):</b> 610-537-2203 <b>E-MAIL ADDRESS:</b> yvonne.mcclintock@usi.com														
<b>INSURED</b> Linebarger Goggan Blair & Sampson, L.L.P. P. O. Box 17428 Austin, TX 78760	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> American Casualty Company of Reading, PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td><b>INSURER B:</b> Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td><b>INSURER C:</b> Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td><b>INSURER D:</b> Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> American Casualty Company of Reading, PA	20427	<b>INSURER B:</b> Continental Casualty Company	20443	<b>INSURER C:</b> Continental Insurance Company	35289	<b>INSURER D:</b> Transportation Insurance Company	20494	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES**

CERTIFICATE NUMBER: 12561284

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6045549661	12/31/2017	11/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6045549675	12/31/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6045549708	12/31/2017	11/30/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	6045549689	12/31/2017	11/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D		N/A	X	6045549692 (CA)	12/31/2017	11/30/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as Additional insured as it relates to General Liability and Automobile Liability and Waiver of Subrogation is granted as it relates to General Liability and Automobile Liability and Workers Compensation in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds

**CERTIFICATE HOLDER**

Hidalgo County  
 Attn: Purchasing Department  
 2812 S. Highway Bus. 281  
 Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-355633

Date Filed:  
05/17/2018

Date Acknowledged:

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

Linebarger Goggan Blair & Sampson, LLP  
Edinburg, TX United States

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

Hidalgo County

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

E-18-093-00-00  
Collection of Delinquent Court Fees, Fines, Related Court Cost for Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Franz, John David	McAllen, TX United States		X

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Lucy G. Canales, and my date of birth is 3/29/1960.

My address is 1512 S. Lone Star Way, Edinburg, TX, 78539, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 17<sup>th</sup> day of May, 2018.  
(month) (year)

Lucy G. Canales  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Linebarger Goggan Blair & Sampson, LLP  
Edinburg, TX United States

**Certificate Number:**  
2018-355633

**Date Filed:**  
05/17/2018

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

**Date Acknowledged:**  
05/18/2018

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
E-18-093-00-00  
Collection of Delinquent Court Fees, Fines, Related Court Cost for Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Franz, John David	McAllen, TX United States		X

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

**6 UNSWORN DECLARATION**

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

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

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

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

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

1. AI-50331  Requesting acceptance and approval of Work Authorization No. 3 (with an estimated cost of \$25,985.16) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide geotechnical field, laboratory, and engineering analysis of Hidalgo County Pet 2 Boys & Girls Club & Aquatics Park Projects.

2. AI-50330  A. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$35,011.16) as submitted by project engineer L&G Engineering for engineering services for "a Feasibility Study on the Boys & Girls Club and Aquatics Park/Natorium" located within Hidalgo County Precinct 2 through Contract No. C-15-097-03-17.

B. Requesting approval to utilize a subconsultant for Work Auth #2.  
*Sub-contractor - feasibility study for structure*

D. WIC

*du* 1. AI-50260 Pursuant to the specifications, presenting a request by Lessor (with concurrence & recommendation from Ms. Norma Longoria, Director of HC-WIC Program) to Amend the newly executed Lease Agreement between RREAL, LLC to reflect the following provisions:  
 1. Extension of the commencement date of lease from July 1, 2015 to August 1, 2015 [for the occupancy of the building]; and,  
 2. The expiration date from July 31, 2018 to September 30, 2018 so as to coincide with the funding/fiscal year of the HC-WIC Program.

E. Co. Wide

*Valde*  
 1. AI-50281 Acceptance and approval of the final negotiated services agreement with vendor, Linebarger Goggan Blair & Sampson, LLP for the provision of "Legal Services-Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II Hidalgo County" through project #RFP No. 2015-041-MEG.

16. **Closed Session:**  
 Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-50287 Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

D. AI-50267 Claim of Magic Valley Electric Cooperative, Inc.

E. AI-50269 Claim of Domingo Sierra & Maria Silvia Sierra

*in @ 11:00*  
*out @ 11:40*

*Authorized Settlement # 8000 \$*  
*Settlement 19,500 / 17,500*

*17. n/a*  
 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Requesting engagement with the firm of \_\_\_\_\_ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

18. **Open Session:**

*n/a* A. Real Estate Acquisition and appropriation for same

*n/a* B. Pending and/or potential litigation

**APPROVED**

**AI-50281**

**Purchasing Department 15. E. 1.**

**CC - REGULAR**

**Meeting Date: 07/07/2015**

**Submitted For: Elena Gomez, PURCHASING DEPT.**

**Submitted By: Elena Gomez, PURCHASING DEPT.**

**Department: PURCHASING DEPT.**

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**Information**

**CAPTION**

Acceptance and approval of the final negotiated services agreement with vendor, Linebarger Goggan Blair & Sampson, LLP for the provision of "Legal Services-Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II Hidalgo County" through project #RFP No. 2015-041-MEG.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary expenditure by County. All cost for collection borne by defendant. Potential revenue possible for County.

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**Attachments**

Legal's approval

Acceptance Sheet

Participating Sheet

final contract

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	07/02/2015 11:43 AM
Budget & Management	Damaris San Miguel	07/02/2015 11:48 AM
Glinda Pacheco	Glinda Pacheco	07/02/2015 01:26 PM
Purchasing Department	Marty Salazar	07/02/2015 01:32 PM
Budget & Management	Damaris San Miguel	07/02/2015 01:53 PM

Glinda Pacheco

Auditor's Office

Form Started By: Elena Gomez

Final Approval Date: 07/02/2015

Glinda Pacheco

Monica Badillo

07/02/2015 02:32 PM

07/02/2015 04:55 PM

Started On: 06/29/2015 01:24 PM

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

**SERVICE CONTRACT**  
**For**  
**FEES AND FINES COLLECTION SERVICES**

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the County of Hidalgo, Texas, acting herein by and through its governing body, hereinafter referred to as "COUNTY", and Linebarger Goggan Blair & Sampson, LLP, hereinafter referred to as "FIRM".

**Article 1**

*Nature of Relationship and Authority for Contract*

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between COUNTY and the FIRM.

1.02 The COUNTY hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of Art. 103.0031, Texas Code of Criminal Procedure.

**Article 2**

*Scope of Services*

2.01 COUNTY agrees to employ FIRM as the successful respondent to the Request for Proposal ("RFP") sought to provide legal services in connection with the collection and enforcement of delinquent fines, fees and court costs more particularly described in the attached Exhibit "A". FIRM agrees to provide specific legal services to enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT pursuant to the terms and conditions described herein, the specifications and requirements attached hereto as Exhibit A and as more fully described in FIRM's response to the Request for Proposal attached herein as Exhibit "B". Such legal services shall include, but not be limited to giving recommendations and legal advice to COUNTY, taking legal enforcement action representing COUNTY, in any dispute or legal challenge over authority to collect such court fees and fines, defending COUNTY in litigation or challenges of its collection authority, and representing COUNTY in collecting its interests in bankruptcy matters as determined by FIRM and COUNTY. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by agreement of all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The COUNTY may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines, fees and court costs that are subject to this AGREEMENT. COUNTY further constitutes and appoints the FIRM as COUNTY's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the COUNTY'S claims.

2.03 Fines, fees and court costs that are subject to collection by and through this AGREEMENT are those that are more than one hundred twenty (120) days past due as of the effective date hereof and those that become more than one hundred twenty (120) days past due during the term hereof that are not the subject of any other similar collection contract with another firm or collection service vendor in force as of the time of the execution of this contract **and** that are "referred" to FIRM by COUNTY. As used in this section, "more than 120 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure Acts 2005, 79<sup>th</sup> Leg., ch. 1296, § 4, eff. June 18, 2005. The meaning assigned to the phrase "more than 120 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The COUNTY agrees to provide to the FIRM data regarding any fines, fees and court costs that are subject to this AGREEMENT and are "referred" to FIRM by COUNTY. "Referred" cases shall mean any fine and fee that is more than one hundred twenty (120) days past due that the COUNTY specifically transmits through electronic medium and designates for FIRM collection. The COUNTY shall have the right to retain and not "refer" all fines and fees that are more than one hundred twenty (120) days past due. The data for any "referred" cases shall be provided by electronic medium in a file format-as may be agreed upon by the COUNTY and the FIRM and as may be modified from time to time by agreement. The COUNTY shall provide the data to the FIRM not less frequently than monthly, as per the specifications and requirements attached hereto as Exhibit "A".

2.05 COUNTY agrees to only "refer" eligible fines, fees and court costs that are specifically designated and transmitted to FIRM by COUNTY for collection. COUNTY is not required to designate a specific or minimum amount of fines and fees for referral to FIRM.

2.06 The FIRM, in all communications seeking the collection of fines, fees and court costs, shall require that all payments be made directly to the COUNTY at an address designated by the COUNTY.

2.07 The COUNTY shall have the right to retract any referred fine, fee or court cost at any time, so long as no collection has occurred. Further, any matters with post judgment modifications or orders waiving the collection of fines/fees shall be deemed ineligible for third party collection.

2.08 If a fee, fine or court cost that is referred to FIRM by COUNTY is disposed of under Art. 103.0031(d), Texas Code of Criminal Procedure, by the Court of Original Jurisdiction, after a determination is made that the defendant is indigent, or has insufficient resources or income, or

is otherwise unable to pay all or part of the underlying fine or costs, neither COUNTY nor Defendant is liable for any costs or fees associated with the referral to FIRM.

2.09 The FIRM is only eligible to receive reimbursement for any fine/fee imposed as part of the COUNTY's participation in a SCOFFLAW program and/or the OMNIBASE system after these penalties have become delinquent, according to the terms of this agreement.

2.10 Subject to the exceptions stated herein at Sections 2.07, 2.08 and 2.09, the FIRM'S thirty percent (30%) collection fee shall be allocated from the total amount of fines, fees and court costs collected and not the total amount of cases referred.

### **Article 3** ***Compensation***

3.01 The COUNTY agrees to pay the FIRM as compensation for the services required hereunder:

- a) Thirty (30%) percent of all the fines, fees and court costs subject to the terms of this AGREEMENT that are collected by the COUNTY during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed (as described in Section 2.03 herein); and
- b) Zero (0%) percent of all the fines, fees and court costs subject to the terms of this AGREEMENT that are collected by the COUNTY during the term of this AGREEMENT and that were waived and/or modified under Art. 103.0031(d), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense (as described in Section 2.08 herein); and
- c) Zero (0%) percent of all eligible fines, fees and court costs subject to the terms of this AGREEMENT that are collected by the COUNTY through their own collection efforts during the term of this AGREEMENT and which are NOT referred to FIRM for collection; and
- d) Thirty (30%) percent of the total amount of all other eligible fines, fees and court costs [exclusive of any collection fee assessed by the COUNTY pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT and that are referred to and collected by the FIRM during the term of this AGREEMENT.

3.02 The COUNTY shall pay the FIRM by the thirtieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The COUNTY shall provide an accounting showing all collections for the previous month with the remittance.

**Article 4**  
***Intellectual Property Rights***

4.01 The COUNTY recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The COUNTY agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the COUNTY ("COUNTY Information") to update the databases in this proprietary software, and, notwithstanding that COUNTY Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the COUNTY shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the COUNTY shall be entitled to obtain a copy of such data that directly relates to the COUNTY's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential COUNTY Information with any other company, individual, organization or agency, without the prior written consent of the COUNTY, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use COUNTY Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain COUNTY Information. These aggregate statistics are owned by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

**Article 5**  
***Costs***

5.01 The FIRM and COUNTY recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The COUNTY agrees that all such costs shall be billed to the COUNTY or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the COUNTY from the debtor.

5.02 The COUNTY acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The COUNTY agrees that upon the recovery of such costs, the COUNTY will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

**Article 6**  
***Term and Termination***

6.01 This AGREEMENT shall be effective July 7, 2015 (the “Effective Date”) and shall expire on July 6, 2018 (the “Expiration Date”) unless extended as hereinafter provided. This AGREEMENT may be renewed for an additional one (1) year under the same rates, terms and conditions unless otherwise approved by the County of Hidalgo Commissioner’s Court.

COUNTY reserves the right to continue this AGREEMENT under the same fees, terms and conditions for an additional ninety (90) days grace period at the end of the AGREEMENT term due to unforeseen delays in the award of new bid, or the COUNTY’S inability to award new contract.

6.02 Either party may, without cause, terminate this AGREEMENT by giving the other party ninety (90) days written notice of its intent to terminate the AGREEMENT.

6.03 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the COUNTY prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The COUNTY agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.04 The COUNTY agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article when such costs are recovered by or on behalf of the COUNTY, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Article 6 does not constitute any such waiver by the FIRM.

**Article 7**  
***Miscellaneous***

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Mediation. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to mediation.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may on be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The COUNTY acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the COUNTY.

7.05 **INDEMNIFICATION.** FIRM SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISIONS OF THE SERVICE BY FIRM UNDER THIS AGREEMENT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE FIRM, ITS AGENTS OR EMPLOYEES.

7.06 Immunities. Nothing in this AGREEMENT is intended to, and COUNTY does not, hereby waive, release or relinquish any right to assert any of the defenses COUNTY enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to COUNTY as to any claim or action of any person, entity, or individual against COUNTY.

7.07 Notices. For purposes of sending any notice under the terms of this contract, all notices from COUNTY shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP  
Attn: Lucy G. Canales  
205 S. Pin Oak Ave.  
Edinburg, Texas 78539

All notices from the FIRM to the COUNTY shall be sent to COUNTY by certified United States mail, or delivered by hand or by courier, and addressed as follows:

County of Hidalgo c/of Ramon Garcia, County Judge  
100 E. Cano  
Edinburg, Texas 78539

EXECUTED on the 7<sup>th</sup> day of July, 2015.

County of Hidalgo, Texas

Linebarger, Goggan, Blair & Sampson, LLP

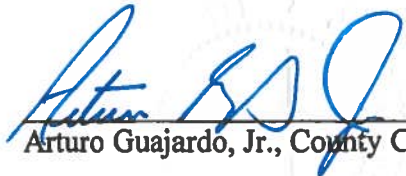
Ramon Garcia  
Ramon Garcia, County Judge

Lucy G. Canales  
Lucy G. Canales, Partner

APPROVED BY  
COMMISSIONERS' COURT  
ON: 7/7/15

Approved by Commissioners Court: July 7, 2015

**ATTESTED BY:**

  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

**Office of Hidalgo County Criminal District Attorney  
Ricardo Rodriguez, Jr.**

BY:   
Josephine Ramirez-Solis, Assistant District Attorney

Zimbra

elena.gomez@co.hidalgo.tx.us

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**Collection Contract**

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**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>

Thu, Jul 02, 2015 08:26 AM

**Subject :** Collection Contract 1 attachment**To :** 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Elena Gomez' <elena.gomez@co.hidalgo.tx.us>**Cc :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>, 'jonathan almanza' <jonathan.almanza@da.co.hidalgo.tx.us>**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Betancourt,

Please see attached final Collection of Fines and Fees Contract. Our office has revised said contract and at this time approve as to the form of the contract. Please let me know if you have any additional questions.

Thank you.

**Victor M. Garza***Assistant District Attorney*

Civil Division

**Office of the Criminal District Attorney**

Hidalgo County, Texas

100 N. Closner RM 303

Edinburg, Texas 78539

(956) 318-2313 EXT. 3827

(956) 318-2079 FAX

[victor.garza@da.co.hidalgo.tx.us](mailto:victor.garza@da.co.hidalgo.tx.us)

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The information contained in this e-mail may be 1 SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2 ATTORNEY WORK PRODUCT, and/or 3 CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO [victor.garza@da.co.hidalgo.tx.us](mailto:victor.garza@da.co.hidalgo.tx.us) AND DELETE THE COMMUNICATION.**

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 **FEES AND FINES COLLECTION SERVICES CONTRACT.docx**

30 KB

# **EXHIBIT "A"**



Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 292-7612

February 23, 2015

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Re: **HIDALGO COUNTY**  
Request for Proposal -**"Legal Services for the Collection of (Delinquent) Court Fees, Fines and  
Related Court Costs-Phases I & II"**  
**RFP No: 2015-041-03-11-MEG**

Dear Gentlemen:

Enclosed please find a Request for Proposal (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 292-7612


**REQUEST FOR PROPOSAL (RFP) CHECKLIST**  
**HIDALGO COUNTY**

**“Legal Services for the Collection of (Delinquent) Court Fees, Fines  
and Related Court Costs-Phases I & II”**  
**RFP No: 2015-041-03-11-MEG**

1. Request for Proposal Letter.
2. Request for Proposal, Legal Notice, consisting of 8 pages.
3. Requirements, Exhibit A, consisting of 11 pages.
4. Selection Criteria (Exhibit B), consisting of 2 pages.
5. Exhibit C, Insurance Requirements, consisting of 4, pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.
7. Exhibit E, Proposer’s Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and IRS W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
10. Draft Agreement, consisting of 6 pages.

The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

February 23, 2015  
Date

**REQUEST FOR PROPOSAL**

Edinburg, Texas

**“Legal Services for the Collection of (Delinquent) Court Fees, Fines  
and Related Court Costs-Phases I & II”**

MARCH 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

Form HCPD-04

1. **Sealed Proposal** will be received for “**Legal Services for the Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II Hidalgo County**” in accordance with the requirements attached as Exhibit "A" hereto. RFPs should address all requirements set forth. Submitters may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFP.
2. **One (1) original, three (3) hard copies and eight (8) CD's in PDF format** of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR PROPOSAL - “Legal Services for the Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II Hidalgo County”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, March 11, 2015.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFP. WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 OR VIA E-MAIL TO: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) BY NO LATER THAN WEDNESDAY, MARCH 04, 2015 AT 5:00 P.M. RESPONSES WILL BE SENT TO ALL APPLICANTS BY FRIDAY, MARCH 06, 2015 by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.**

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly

familiarize yourself herewith with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. ~~Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.~~
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, ~~Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County.~~ All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS: (If applicable)**
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

Invoices must include:

- a) Name and address of successful proposer
- b) Name and address of receiving department or official
- c) Purchase Order Number and Contract Number (if any)
- d) Notation – **“Hidalgo County –“Legal Services for the Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II”**
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

17. Schedule of Events

**Projected Proposal Opening, 9:30 A.M.,** March 11, 2015  
**Project/Anticipated Award Date:** \_\_\_\_\_, 2015  
**Commence Work or Deliver Products:** \_\_\_\_\_, 2015

18. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~  
~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

**All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a

gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

- 21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
- 22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful

proposal within ten business days at no expense to County. If not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal  
“Legal Services for the Collection of (Delinquent) Court Fees, Fines  
and Related Court Costs-Phases I & II Hidalgo County”  
RFP No: 2015-041-03-11-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Submitter acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all RFQ&Ps and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFP, as contained in the Requirements.

Respectfully submitted,

Submitter: \_\_\_\_\_

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

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

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

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

**EXHIBIT A**  
**REQUIREMENTS**

**HIDALGO COUNTY**

**REQUEST FOR PROPOSALS**

**COLLECTION OF DELINQUENT FEES, FINES AND  
COURT COSTS PHASED BASIS**

Pursuant to Article 105.0741 of the Texas Code of Criminal Procedure Hidalgo County is seeking to enter into a legal services contract with a state-registered (Texas) law firm for the collection of delinquent fees, fines and court costs assessed by Hidalgo County's State District Courts, County Courts at Law and Justice of the Peace Courts. The required services shall be implemented in two (2) phases beginning with Phase I, which will include the State and County Courts, and Phase II which will include the Justice of the Peace Courts. The Hidalgo County District Attorney's Office together with the Justices of the Peace shall determine when Phase II will begin. If needed, the Hidalgo County Collections department and/or Hidalgo County's IT department will help facilitate the identification and extraction of JP cases to be referred to the law firm. The Hidalgo County Purchasing Department will receive sealed envelopes containing sealed responses/proposals for the provision of RFP: "**Legal Services for the Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II Hidalgo County**" as specified herein. Proposals will be accepted until **9:30 A.M., Wednesday, March 11, 2015. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP Number: 2015-041-03-11-MEG  
Honorable Arturo Guajardo Jr., Hidalgo County Clerk  
c/o Valde Guerra Hidalgo County Executive Office  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.**

The following outlines the Request For Proposal:

#### **SECTION I GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of proposals be routed to Honorable Arturo Guajardo Jr. Hidalgo County Clerk c/o Valde Guerra Hidalgo County Executive Office at 2802 S. Business Hwy. 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday March 04, 2015, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, March 06, 2015. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**CONFLICT OF INTEREST:** Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

**NON-COLLUSION:** Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Submitter are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFP:** Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:** Hidalgo County reserves the right, in case of submitter default, to procure services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**PROPOSAL DELIVERY:** Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date, stamp, and initial the envelope when dropping bid off.

**SIGNING OF QUALIFICATIONS:** In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:** Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF ENGAGEMENT:**

The term is for a period of three (3) years, with County's Option to renew/extend for an additional one (1) year under the same rates, terms and conditions unless otherwise approved by Hidalgo County Commission's Court.

**TERMINATION:**

Either party may, without cause, terminate this AGREEMENT by giving the other party ninety (90) days written notice of its intent to terminate the AGREEMENT.

**GRACE PERIOD EXTENSION:**

Hidalgo County reserves the right to continue this engagement/agreement under the same fees, terms and conditions for an additional ninety (90) days grace period at the end of the contract term due to unforeseen delays in the award of new bid, or the county's inability to award new contract.

**INDEMNIFICATION:**

The Contractor hereby agrees to indemnify and hold the County and its agents, elected officials officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the County, its agents, elected officials officers or employees, arising from any and all acts done or omitted to be done by the Contractor, or Contractor's employees, agents, subcontractors or assigns in connection with the operation of

the availability of the provision of service by the Contractor pursuant to this Agreement and from any and all claims or causes of action that may be brought by any third party by reason of or pursuant to this Agreement; provided that this section shall not be construed as creating any right, cause of action, claim, of waiver or estoppels for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Contractor or County.

**IMMUNITIES:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claims or action of any person, entity, or individual against County.

**DAVIS BCON ACT:** (IF APPLICABLE)

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

## SECTION II RFP REQUIREMENTS

**REQUEST FOR PROPOSAL:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original, three (3) hard copies and eight (8) CD's in PDF format** of the RFP shall be submitted as part of your response.

**CONTENTS:** The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

**UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:** The County of Hidalgo is seeking to contract with a competent law firm(s), registered and licensed to practice in the State of Texas. Experience and Qualifications include, but are not limited to, the following for the collection of (delinquent) court fees, fines and/or other costs:

- a. The Law Firm must clearly demonstrate proven collections of County fines and fees in other Texas counties and must have a minimum of five years experience in said collections.
- b. The Law Firm must be a law firm qualified to do business in the State of Texas.
- c. The Law Firm must provide five (5) references for current County clients/contracts of equal or similar size.
- d. Qualifications as detailed on Exhibit "A" page 4 of 10
- e. State whether the Firm is local, regional, national or international.
- f. State the locations of the Office that will have primary responsibility for the Collections Services as well as the number of professional staff employed at that office.
- g. Describe the range of activities performed by the firm.

**HIDALGO COUNTY'S RESPONSIBILITY:**

- a. These accounts will be turned over to the Law Firm based upon a delinquency date of at least 120 days past due. The due date will be calculated as 120 days past the scheduled appearance date (*or* if appearance date is not tracked, then 120 days from the date of ticket); OR if the defendant appeared and was granted an extension, then 120 days past that

120 days past the date of conviction, then 120 days past that date, or any later date set by the court; OR if the defendant is placed on probation or parole in the appropriate courts, then 120 days past the date that a Motion to Revoke is filed. The County shall have the option to include J.P.'s. past due fees and fines for collection by the Law Firm.

- b. A monthly extraction of cases which meet the extraction criteria set by the County as candidates for remote collection. The extract may include any items currently available on our systems.

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

- c. A daily report itemizing all those cases which were assigned to the collection agency and where payments were made directly to the County. The report will also document other changes to the disposition of cases, such as arrests and dismissals.

Notes: the data will be provided to the vendor in the following format

Receive from County:

Electronic character delimited file with identified relevant identification fields and financial balances.

Return to County:

Electronic character delimited file with identified relevant identification fields and financial balances to include payments.

It will be the Firm's responsibility to assure compatibility of the County's Data Files and transmittal medium to the Firm's computer system.

- d. The County will provide the Firm with a list of delinquent cases. The initial list of delinquent accounts will contain cases as per attached list of delinquent accounts from various departments within Hidalgo County (to include J.P. courts). The Firm will work all accounts for a period that is mutually agreed upon.

**FIRM REQUIREMENTS:**

- a. **Personnel and Staffing:** The Law Firm must provide an organizational chart of its collection management team, including their responsibilities, office locations, and biographies demonstrating strengths in this area of collections.
- b. The Law Firm must provide a proposed Work Plan, which includes the efforts that the Agency proposes to locate defendants and to collect the fines and fees.
- c. The Law Firm must clearly demonstrate its ability to handle thousands of accounts at one time.
- d. The Law Firm must provide a proposed plan for telephone collections, including both outgoing and incoming phone calls, having bilingual collectors available.
- e. The Law Firm must propose how payments of fines and fees are to be handled.
- f. The Law Firm should propose its fee structure based upon its experience and proposed efforts.
- g. The Law Firm must include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for

**SCOPE OF SERVICES:** The legal services contract will encompass all project-related legal services to the County of Hidalgo including, but not limited to, the following:

- a. The Firm will be required to make a minimum of two follow-up contacts for each person listed as a delinquent account.
- b. The Firm shall make at least two (2) written contacts via postal services. The format and language of all written correspondence shall be pre-approved by the County. All costs associated with all collection efforts shall be paid by the Firm.
- c. If a telephone number is known, the Firm shall attempt at least one (1) telephone contact with each defendant. All costs associated with telephone contact shall be paid by the Firm.
- d. Any and all written or telephone contacts shall cease upon payment of fines/costs or when the appropriate time period to work the delinquent account has expired or the contract has been terminated.
- e. No contact will be made in person by the Firm with the defendant.
- f. In both written and telephone contact, the Firm will instruct the defendant to make payment to Hidalgo County.
- g. Additional written and/or telephone contacts may be made at the discretion of the Firm. Telephone contact attempts shall be limited to between the hours of **8:00 am & 9:00pm. C.D.T.**
- h. The County and the Firm will jointly review the cases for which payment is due to the Firm on a monthly basis.
  1. The County shall pay a percentage fee to the Firm on an agreed basis (based on Hidalgo County's retention amount).

The Firm will be paid a percentage only on the actual amount collected. There shall be no percentage paid on those amounts collected under the Scofflaw or Omni base programs. There shall be no upfront costs to the County.
  2. No payments will be made to the Firm for persons arrested by Law Enforcement Agencies prior to the Court's receipt of a voluntary payment, or for a warrant which is subsequently dismissed or for which no money is actually received by the County.
- i. The County may recall at anytime from the Firm a warrant previously referred for collections efforts, when in the opinion of the County the best interest of the County will be served by recalling the warrant.
- j. The Firm shall use due diligence, reasonable and ethical methods, and employ only lawful means to effect the collection of all accounts/warrants.
- k. List all services to be provided and include a brief explanation/description of each

REQUIRED CERTIFICATIONS AND SUBMITTALS: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, the AMERICAN BAR ASSOCIATION, ETC. The law firm(s) should add copies of their Professional Liability Insurance.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** After the ranking and award of the proposal, the fee will be negotiated (by Hidalgo County Clerk, District Attorney's Civil Division and County Executive Office) or as otherwise designated by Commissioners' Court in accordance with Texas Code of Criminal Procedures, Article 103.0031 and with Request for Proposal protocols in form of agreement acceptable by Hidalgo County in a format as included in this RFP packet.

**PROPOSAL CONTENTS:**

All proposals submitted must include the following:

1. All criteria outlined
2. Evidence of financial stability

**FORMAT TO BE PROVIDED BY THE PARTICIPATING FIRM IN SUBMISSION OF RFP RESPONSE:**

In order to simplify the review process and obtain the maximum degree of comparison between firms, please submit your firm's proposal according to the outline listed below. Be specific about the firm's collection expertise as it relates to Texas court contracts.

**Letter of Transmittal (limit to three (3) pages**

- a. Briefly state the Contractor's understanding of the work to be accomplished and make a commitment to perform the work in the required time frames stated in proposal.
- b. State the names of the person(s) who will be authorized to make representations for the Firm, their titles, addresses, and telephone numbers.
- c. State that a person(s) signing the letter has been authorized to bind the Firm.

**Firm Qualifications** The County of Hidalgo is seeking to contract with a competent law firm(s), registered and licensed to practice in the State of Texas. Experience and Qualifications include, but are not limited to, the following:

- a. The Law Firm must clearly demonstrate proven collections of County fines and fees in other Texas counties and must have a minimum of five years experience in said collections.
- b. The Law Firm must be a law firm qualified to do business in the State of Texas.
- c. The Law Firm must provide five (5) references for current County clients/contracts of equal or similar size.
- h. Qualifications as detailed on page 4 of 10
- i. State whether the Firm is local, regional, national or international.
- j. State the locations of the Office that will have primary responsibility for the Collections Services as well as the number of professional staff employed at that office.
- k. Describe the range of activities performed by the firm.

#### Experience:

- a. State the Firm's experience as it applies to the collections of delinquent fines and fees. Include the Firm's five (5) County's of terminology.
- b. State if any conflicts of interest exist in representing the County.
- c. The vendor must document that they electronically transmit data with a minimum of five (5) Texas Court Clients.
- d. The Proposer must provide copies of all Business Liability Insurance coverage and to include dollar amounts.
- e. What is your Firm's Collection rate % - by client (list Clients by name):
  - a) five (5) current contracts
  - b) five (5) previous contracts for the past three (3) years.

#### **Collections procedures**

- a. Provide a summary of collection activities proposed to collect the County's fines and fees, i.e. collection letters, telephone contacts, skip trace techniques, daytime and evening collection staff, etc.
- b. State the Firm's methodology for handling customers' questions and problems.

#### **Collection Notices**

- a. Provide examples of all written collection notices to be mailed.
- b. Provide a copy of telephone collector' Guide & Training Material.

#### **Computer Network**

- a. State a brief description of the computer system used and its update capabilities.
- b. State whether terminal access will be made available for on-line inquiry.
- c. Describe the Firm's ability to maintain records of placements, collections, recovery and producing reports, and billing for an unlimited number of clients and debtors, and describe backup capabilities.
- d. What steps has your Firm undertaken to ensure that your system will fully interface with Hidalgo County's current Odyssey Software System. Your system must be able to work with the data export provided by Tyler. Please list 3 to 4 Odyssey client references if available.

#### **Management Reports**

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

- c. Include examples of reports.
- d. Quarterly collection reports are to be provided and presented to Commissioner's Court at Court meetings.
- e. County Auditor requires the ability to enter Vendor's System with password to run or review reports. The County Auditor will require vendor assistance to create and format reports on an as needed basis.

**Fee Structure**

The final negotiated fee structure (as per Award) will be determined upon the selection of the Firms and will be expressed as a percentage (%) of actual monies received.

List all services to be provided and include a brief explanation / description of each.

**EVALUATION OF PROPOSALS**

Proposals will be evaluated using a comprehensive set of criteria. A list of these criteria is presented below:

1. Firms qualifications: (25)
  - Experience in collecting for Counties, cities and other client in the State of Texas
  - Experience and stability of key staff members
  - References
  
2. Collection Procedures: (25)
  - Collection time period, collection techniques utilize for this contract
  - Payment handling
  - Procedure for Implementing work plan and timetable
  - Handling of non-English speaking clients
  
3. Collection Notices: (10)
  - Customer service methodology of contacts and notices---handling customer's questions/problems. Example: Letters, phone transcripts, etc
  - Adequacy and sophistication of telephone resources:
  
4. Management Reports: (25)
  - Reports provided to the County
  - Flexibility in meeting the County's reporting needs
  - Responses to Auditor inquiries and confirmation requests
  
5. Computer Network: (15)
  - Adequacy and sophistication of Data Processing Resources
  - Data Transfer procedures
  - On-line inquiry capabilities
  - Proposed methodology for data transfer to and from the County data base

The final cost to County for the collection services will be by subsequent/separate negotiated & awarded fees.

## SELECTION AND SCHEDULES

**SELECTION PROCEDURES:** The RFP shall be submitted according to the schedule below. The submitter should be able to submit a Cost Proposal on short notice for the purpose of commencing negotiations after the ranking of the proposals by Hidalgo County Commissioners Court.

**Proposal Ranking:** An Evaluation Committee selected and/or appointed (which may include the Hon. Arturo Guajardo, Jr. Hidalgo-County Clerk or his designee) or as otherwise opted by HCCC will grade, evaluate and score the submitted responses to RFP. The Evaluation Committee will present a scoring grid for the purposes of ranking by Hidalgo County Commissioners' Court.

**Negotiation Process:** Thereafter, the negotiation process will commence with the number one ranked firm with the intent to finalize a contract for: Law Firm to Collect Delinquent Fees, Fines and Other Court Costs on a Phased Basis.

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Proposal evaluations are the sole responsibility of the County and as such the County is the final authority on the evaluation process.

**EVALUATION:** The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

### **PROPOSAL EVALUATION    Total = 100 points**

The County will review all accepted proposals with particular emphasis on the following:

1	Firms Qualifications	25 points
2	Collection Procedures	25 points
3	Collection Notice	10 points
4	Management Reports	25 points
5	Computer Network	15 points

Proposal evaluations are the sole responsibility of the County and as such the County is the final authority on the evaluation process.

Honorable Arturo Guajardo Jr., Hidalgo County Clerk  
c/o Valde Guerra Hidalgo County Executive Office  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, March 11, 2015.**

# **EXHIBIT B**

## **HIDALGO COUNTY REQUEST FOR PROPOSAL**

**“Legal Services for the Collection of (Delinquent) Court Fees, Fines  
and Related Court Costs-Phases I & II”**

## **SELECTION CRITERIA**

SELECTION CRITERIA  
RFP 2015-041-03-11-MEG

Selection Criteria	Points	Score
<b>1. Firm's Qualifications</b>	<b>(25)</b>	
Total number of Texas clients		
➤ Experience in collecting for Counties, cities and other client in the State of Texas		
➤ Experience and stability of key staff members		
➤ Reference are required		
Comments/Rationale For Points:		<b>TOTAL</b>
<b>2. Collection Procedures</b>	<b>(25 pts)</b>	
➤ Collection time period, collection techniques utilize for this contract		
➤ Payment handling		
➤ Procedure for Implementing work plan and timetable		
➤ Handling of non-English speaking clients		
Comments/Rationale For Points:		<b>TOTAL</b>
<b>3. Collection Notice</b>	<b>(10 pts)</b>	
➤ Customer service methodology of contacts and notices---handling customer's questions/problems. Example: Letters, phone transcripts, etc		
➤ Adequacy and sophistication of telephone resources:		
Comments/Rationale For Points:		<b>TOTAL</b>
<b>4. Management Reports</b>	<b>(25)</b>	
➤ Reports provided to the County		
➤ Flexibility in meeting the County's reporting needs		
➤ Responses to Auditor inquiries and confirmation requests		
Comments/Rationale For Points:		<b>TOTAL</b>
<b>5. Computer Network</b>	<b>(15 pts)</b>	
➤ Adequacy and sophistication of Data Processing Resources		
➤ Data Transfer procedures		
➤ On-line inquiry capabilities		
➤ Proposed methodology for data transfer to and from the County data base		
Comments/Rationale For Points:		<b>TOTAL</b>
<b>Total Score</b>		

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

Department: \_\_\_\_\_

Firm/Participant: \_\_\_\_\_

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

**EXHIBIT “C”**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**  
**(other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

**ACORD** DATE (MM/DD/YY)  
**CERTIFICATE OF INSURANCE**

PRODUCER: \_\_\_\_\_ THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED	INSURERS AFFORDING COVERAGE
	INSURER A: _____
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROP.				PERSONAL & ADV. INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC.				PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea. accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALLOWED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG \$
C	<b>GARAGE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
D	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
	<b>OTHER</b>				E.L. EACH ACCIDENT \$
					E.L. DISEASE-FA FMR OYFE \$
					E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____
---	---	---

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

\_\_\_ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

\_\_\_ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

\_\_\_ have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

- 1. Licenses: \_\_\_\_\_.
- 2. Bonds: \_\_\_\_\_.
- 3. Certificates: \_\_\_\_\_.
- 4. Permits: \_\_\_\_\_.
- 5. Other: \_\_\_\_\_.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?: Texas Building & Procurement Commission Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificatc(s) Attached?:  Yes  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

# Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see Instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership or for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/business](http://www.irs.gov/business) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** Grantor also must provide a Form W-9 to trustee of trust

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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 Code. Attach additional pages to this Form CIQ as necessary.

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?

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 as 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

EXHIBIT A  
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST AND ANTI-LOBBYING**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

\_\_\_\_\_  
Signature/Title: \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

My commission expires: \_\_\_\_\_, 20\_\_\_\_\_.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid, proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

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

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

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

Telephone Number: \_\_\_\_\_

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

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO  §

**SERVICE CONTRACT**  
**For**  
**FEES AND FINES COLLECTION SERVICES**

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the County of Hidalgo, Texas, acting herein by and through its governing body, hereinafter referred to as "COUNTY", and NAME OF VENDOR, hereinafter referred to as "FIRM".

**Article 1**  
*Nature of Relationship and Authority for Contract*

- 1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between COUNTY and the FIRM.
- 1.02 The COUNTY hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.
- 1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of Art. 103.0031, Texas Code of Criminal Procedure.

**Article 2**  
*Scope of Services*

- 2.01 COUNTY agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT pursuant to the terms and conditions described herein. Such legal services shall include, but not be limited, to giving recommendations and legal advice to COUNTY, taking legal enforcement action representing COUNTY, in any dispute or legal challenge over authority to collect such court fees and fines, defending COUNTY in litigation or challenges of its collection authority, and representing COUNTY in collecting its interests in bankruptcy matters as determined by FIRM and COUNTY. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.
- 2.02 The COUNTY may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. COUNTY further constitutes and appoints the FIRM as COUNTY's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the COUNTY'S claims.

2.03 Fines and fees that are subject to collection by and through this AGREEMENT are those that are more than one hundred twenty (120) days past due as of the effective date hereof and those that become more than one hundred twenty (120) days past due during the term hereof that are not the subject of any other similar collection contract with another firm or collection service vendor in force as of the time of the execution of this contract. As used in this section, "more than 120 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure Acts 2005, 79<sup>th</sup> Leg., ch. 1296, § 4, eff. June 18, 2005. The meaning assigned to the phrase "more than 120 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The COUNTY agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format as may be agreed upon by the COUNTY and the FIRM and as may be modified from time to time by agreement. The COUNTY shall provide the data to the FIRM not less frequently than monthly, as per the specifications and requirements attached hereto as Exhibit "A".

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the COUNTY at an address designated by the COUNTY. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the COUNTY.

### **Article 3** **Compensation**

3.01 The COUNTY agrees to pay the FIRM as compensation for the services required hereunder:

- a) Zero (0%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the COUNTY during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003; and
- b) Thirty (30%) percent of the total amount of all other fines and fees [exclusive of any collection fee assessed by the COUNTY pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the FIRM during the term of this AGREEMENT.

ALL FIRM compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the COUNTY.

3.02 The COUNTY shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The COUNTY shall provide an accounting showing all collections for the previous month with the remittance.

**Article 4**  
***Intellectual Property Rights***

4.01 The COUNTY recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The COUNTY agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the COUNTY ("COUNTY Information") to update the databases in this proprietary software, and, notwithstanding that COUNTY Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the COUNTY shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the COUNTY shall be entitled to obtain a copy of such data that directly relates to the COUNTY's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential COUNTY Information with any other company, individual, organization or agency, without the prior written consent of the COUNTY, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use COUNTY Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain COUNTY Information. These aggregate statistics are owned by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

**Article 5**  
***Costs***

5.01 The FIRM and COUNTY recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The COUNTY agrees that all such costs shall be billed to the COUNTY or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the COUNTY from the debtor.

5.02 The COUNTY acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The COUNTY agrees that upon the recovery of such costs, the COUNTY will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owned for performing such services.

**Article 6**  
***Term and Termination***

6.01 This AGREEMENT shall be effective \_\_\_\_\_, 2015 (the "Effective Date") and shall expire on \_\_\_\_\_, 2018 (the "Expiration Date") unless extended as hereinafter provided. This AGREEMENT may be renewed for an additional one (1) year under the same rates, terms and conditions unless otherwise approved by the County of Hidalgo Commissioner's Court.

COUNTY reserves the right to continue this AGREEMENT under the same fees, terms and conditions for an additional ninety (90) days grace period at the end of the AGREEMENT term due to unforeseen delays in the award of new bid, or the COUNTY'S inability to award new contract.

6.02 Either party may, without cause, terminate this AGREEMENT by giving the other party ninety (90) days written notice of its intent to terminate the AGREEMENT.

6.03 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the COUNTY prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The COUNTY agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.04 The COUNTY agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article when such costs are recovered by or on behalf of the COUNTY, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

**Article 7**  
***Miscellaneous***

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Mediation. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to mediation.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may on be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The COUNTY acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the COUNTY.

7.05 **INDEMNIFICATION.** FIRM SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISIONS OF THE SERVICE BY FIRM UNDER THIS AGREEMENT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE FIRM, ITS AGENTS OR EMPLOYEES.

7.06 Immunities. Nothing in this AGREEMENT is intended to, and COUNTY does not, hereby waive, release or relinquish any right to assert any of the defenses COUNTY enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to COUNTY as to any claim or action of any person, entity, or individual against COUNTY.

7.07 Notices. For purposes of sending any notice under the terms of this contract, all notices from COUNTY shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

VENDOR'S INFORMATION

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

All notices from the FIRM to the COUNTY shall be sent to COUNTY by certified United States mail, or delivered by hand or by courier, and addressed as follows:

County of Hidalgo c/of Ramon Garcia, County Judge  
302 West University Drive  
Edinburg, Texas 78539

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

County of Hidalgo, Texas

Name of Vendor: \_\_\_\_\_

\_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Name

Approved by Commissioners Court: \_\_\_\_\_

**ATTESTED BY:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

**Office of Hidalgo County Criminal District Attorney  
Ricardo Rodriguez, Jr.**

BY: \_\_\_\_\_  
Josephine Ramirez-Solis, Assistant District Attorney

**DRAFT**

LAW OFFICES OF  
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP  
ATTORNEYS AT LAW  
205 SOUTH PIN OAK AVENUE  
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500  
Facsimile: (956) 383-7820

July 7, 2015

Ms. Evangelina Y. Garcia  
Contracts Manager  
Hidalgo County Purchasing Department  
New Administration Building  
2802 South Business Highway 281  
Edinburg, Texas 78539

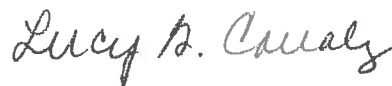
**RE: Contract for Fees and Fines Collection Services**

Dear Ms. Garcia:

Enclosed please find two signed copies of agreements. Once the agreements have been executed by all parties, please return one copy for our records.

We look forward to working with you, the County Commissioners and County staff. If you have any questions, please do not hesitate to contact me or my staff.

Sincerely,



Lucy G. Canales  
Capital Partner

*Enclosures: Contract for Fees and Fines Collection Services*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/25/2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Commercial Lines - (713) 507-4700 Wells Fargo Insurance Services USA, Inc. 24 Greenway Plaza, Suite 1100 Houston, TX 77046-2401	<b>CONTACT NAME:</b> John Earle <b>PHONE (A/C, No, Ext):</b> 713-507-4784 <b>FAX (A/C, No):</b> 866-588-7980 <b>E-MAIL ADDRESS:</b> john.earle@wellsfargo.com														
<b>INSURED</b> Linebarger Goggan Blair & Sampson, L.L.P. P. O. Box 17428  Austin, TX 78760	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td><b>INSURER B:</b> Property Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td><b>INSURER C:</b> Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td><b>INSURER D:</b> Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Hartford Accident and Indemnity Company	22357	<b>INSURER B:</b> Property Casualty Ins Co of Hartford	34690	<b>INSURER C:</b> Hartford Casualty Insurance Company	29424	<b>INSURER D:</b> Hartford Underwriters Insurance Company	30104	<b>INSURER E:</b>		<b>INSURER F:</b>	
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**COVERAGES**
**CERTIFICATE NUMBER: 8778157**
**REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		61UUNZQ8794	12/31/2014	12/31/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			61UENZQ9621	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61XHUZQ6274	12/31/2014	12/31/2015	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	61WBAG8764	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

All Coverages Include a 30-Day Notice of Cancellation, except 10 days for Non-Payment of Premium.

The General Liability policy includes a blanket automatic Additional Insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Workers' Compensation policies includes a blanket automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

**CERTIFICATE HOLDER**

 Hidalgo County  
 Attn: Purchasing Department  
 2812 S. Highway Bus. 281  
 Edinburg TX 78539-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

(This certificate replaces certificate# 8537096 issued on 12/24/2014)



\*CYB01A25/000806/02/03/01/010\*