

**City of Laredo
Purchasing Division
Renewal Notice**

March 13, 2024

Mr. Chris Baker
General Revenue Corporation
4660 Duke Drive
Mason, Ohio, 45040

Re: Delinquent Collection Services – Utilities Department
Contract FY21-080
Extension II

Dear Mr. Baker,

This is to inform you that the contract FY21-080 which was approved by the City Council on November 15, 2021 is up for renewal. This is the second of three extension periods for this contract.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

General Revenue Corporation
Request a contract extension: <input checked="" type="checkbox"/> Not request a contract extension: _____
Authorized Signature:
Print Name: Zenon Butts
Date: 03/13/2024



City of Laredo Purchasing Division

LETTER OF AWARD

3/21/2023

Chris Baker
General Revenue Corporation
4660 Duke Drive, Ste. 200
Mason, Ohio, 45040

Re: Delinquent Collection Services – Utilities Department
FY21-080
Extension I

Dear Mr. Chris Baker,

This letter is to inform you that the contract renewal FY21-080 was approved by the City Council on March 20, 2023. The term of this contract shall be for a period of one year. This is the second of three extension periods.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "Miguel A. Pescador".
Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

CITY OF LAREDO
RECOGNITION AND COMMUNICATION NOTICE
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
March 20, 2023
5:00 P.M.

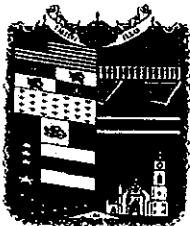
The Mayor will be presenting the following:

1. Recognizing Janet Zapata, owner of local business, 550 Pizzeria, for her entrepreneurial spirit and community engagement (along with many other accomplishments).
2. Recognizing Ruben Bazan, III, for his work with Shriner's Hospital in feeding the less fortunate in Nuevo Laredo, Tamaulipas (along with many other accomplishments).
3. Recognizing the Webb County Heritage Foundation and the Gabriela Mendoza-Garcia Ballet Folklórico for being awarded the "Dance in the Public Sphere" award by the Dance Studies Association. The award recognizes renewed and new forms of public access and activism. This collaboration helped tell a story of music, movements and histories that bring people across Mexico and the United States together.
4. Recognizing the United South High School Lady Panthers Basketball Team for an outstanding season and receiving the following titles: 3-Peat District Champions, Back-to-Back Bi-District Champions, Back-to-Back Area Champions, Regional Quarter Champions and Regional Semi-Finalists.
5. Recognizing United South High School basketball player for the Lady Panthers, Bridgette Tello for being awarded 30-6A MVP.

AS AMENDED
CITY OF LAREDO
CITY COUNCIL MEETING
A-2023-R-04
LIVE WEB LINK: <http://laredotx.swagit.com/live>
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040

amended, of the City and that the point(s) of diversion, purpose and place of use of said Water Rights be changed as required by the City. Funding is available in the Water Availability Fund.

70. Consideration to renew annual material/labor contract FY21-041 with Midas Contractors, Laredo, Texas in an amount up to \$280,000.00 for concrete repairs of sidewalks, driveways, and curbs as a result of water line break repairs made by the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. All work will be performed on an as needed basis depending on utility repairs. There was no price increase during the last extension period. This contract can be renewed one (1) additional one (1) year extension period, upon mutual agreement of the parties. Funding is available in the Utilities-Water and Wastewater Funds.
71. Consideration to renew contract FY21-080 to sole bidder General Revenue Corporation, Mason, OH, for the Delinquent Collection Services - Utilities Department. Collection costs/commission will be for a 12% commission rate. The term of this contract shall be for one (1) year; this is the first extension of three. Funding is available in the Utilities Operations Fund.
72. Consideration to award supply contract number FY23-031 to the low bidder Aguaworks Pipe & Supply, Brownsville, Texas in the amount of \$350,000.00 for the purchase of PVC pipe. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six (6) more additional six (6) month periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Waterworks Fund.
73. Authorizing the City Manager to award a construction contract to SAL Construction Management LLC for the "El Pico WTP High Service Pump Station Improvements" Project in the amount of \$806,000.00. A total of three (3) bids were received with SAL Construction offering the lowest responsive bid in the amount of \$806,000.00. Funding is available in the Waterworks Construction Fund.
74. Authorizing the City Manager to approve Change Order No. 2, for ALC Construction Co. Inc. in the amount of \$2,600.00 for the 8" water line replacement along San Francisco West Project and accept the project as complete. With this change order, the total contract amount is \$554,857.40 and a total of 290 working days. Funds are available in the 2019 Water Revenue Bond.



**City of Laredo
Purchasing Division
Renewal Notice**

March 6, 2023

Chris Baker
General Revenue Corporation
Mason, OH 45040

Re: Delinquent Collection Services (Utilities Dept)
Contract FY21-080
Extension 1

Dear Mr. Chris Baker

Contract for General Revenue Corporation for the City of Laredo was awarded to your company on November 15, 2021. This award provided for the possible extension of this contract for three (3) additional one (1) year periods. This is the first extension.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding the renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

General Revenue Corporation

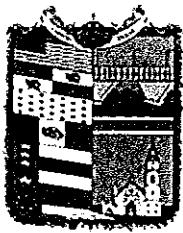
Request a contract extension

Not request a contract extension

Authorized Signature:

Print Name: Zenon Butts

Date: 03/07/2023



City of Laredo Purchasing Division

Letter of Award

November 16, 2021

Chris Baker
General Revenue Corporation
4660 Duke Drive, Ste. 200
Mason, OH 45040
Re: Delinquent Collection Services – Utilities Department
FY21-080

Dear Mr. Chris Baker,

This is to inform you that contract FY21-080 was awarded by the Laredo City Council to your company. The term of this contract shall be for a one-year period, subject to future appropriations, with the option to renew for an additional three-year term, upon mutual agreement of the parties.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission (“TEC”) Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council

Meeting Date: 11/15/2021

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia Jr., Utilities Director; Jose F. Castillo, Finance Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY21-080 to sole bidder General Revenue Corporation, Mason, OH, for the Delinquent Collection Services - Utilities Department. Collection Costs/Commission will be for a 12% commission rate. The term of this contract shall be for one (1) year and has additional options to extend for three (3) additional one-year periods, upon mutual agreement. Funding is available in the Utilities Operations Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Consideration to award contract FY21-080 to sole bidder General Revenue Corporation, Mason, OH for the Delinquent Collection Services - Utilities Department. Collection Costs/Commission will be for a 12% Commission Rate. The term of this contract shall be for one (1) year and has additional options to extend for three (3) additional one-year periods, upon mutual agreement.

The City of Laredo formally requested bids for this service through Cit-E-Bid. Only one vendor submitted a response: General Revenue Corporation, from Mason, OH.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this motion be approved.

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.

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

General Revenue Corporation
Mason, OH United States

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

City of Laredo

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.

FY21-080

Delinquent Collection Services - Utilities Department

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Zenon Butts, and my date of birth is 01/31/1977

My address is 9642 Old Village Dr., Loveland, OH 45036 U.S.A.
(street) (city) (state) (zip code) (country)

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

Executed in Warren County, State of Ohio, on the 30th day of November, 2021
(month) (year)



JESSICA FRANK
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires

Texas Ethics Commission
09-18-2022

Signature of authorized agent of contracting business entity
(Declarant)

www.ethics.state.tx.us

Version V1.1.191b5cdc

MASTER SERVICES
AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made as of this 3rd day of December, 2021 ("Effective Date"), by and between the City of Laredo ("Client"), and General Revenue Corporation, Mason, OH ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the Client initiated request for proposal FY21-080, requesting proposals for a Delinquent Collection Services - Utilities Department, the scope of work and fee shall be subject to all terms and conditions contained within the original bid;

WHEREAS, on November 15, 2021, based upon the Client's assessment of Contractor's proposal, the Client through City Council selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- C. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit "A" ("Invitation to Bid") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and

per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Services.

- A. The Client retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the Client and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services deemed by Contractor to require prior written authorization without approval from Contract Administrator or designee.
- C. **Additional Services.** From the Effective Date and for the duration of the project, the Client may elect to have Contractor perform Services that are not specifically described in the Scope of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **Scope of Expanding.** The Client reserves the right, in its sole discretion, to expand the Scope of services upon written notification to the Contractor by the Client. Upon issuance and receipt of the notification, the Contractor and the Client shall enter into a written amendment increasing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the expanded scope of services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Project Monitoring.** During the term of the Agreement, both parties shall cooperate either directly or through its representatives, in monitoring the progress and performance of this Agreement.

3. Term of Agreement.

- A. **Initial Term.** The Agreement is effective on the Effective date, and the term of this Agreement shall remain in full force as follows:

- 1) This Agreement shall commence upon execution of this contract and shall continue for a period of one (1) year from the date of execution, unless terminated earlier pursuant to the provisions hereof.
- 2) The Agreement may be extended for three (3) additional one (1) year periods upon mutual agreement and subject to approval by the City Manager or City Council.

4. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, Client shall pay the Contractor the sums as provided in this Section 4 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon Client's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement.

B. In consideration for the services to be provided to the Client by the Contractor, the Contractor shall be paid the following fee for placements made after the effective date of the contract:

GRC offers the following Best and Final Offer service fee to the City on all dollars collected:

Debt Type	Placement Level	Rate
All	All	12%

C. Taxes. Contractor acknowledges that the Client is not subject to any state or federal sales, use, transportation and certain excise taxes.

D. Payments. Contractor shall submit invoices for payments due as provided herein Section 9 and authorized reimbursable expenses incurred with such documentation as required by the Client. The Client shall make payments in accordance with the payment terms set forth herein. The client will make payments within thirty (30) days from the date of receipt of the notice of completion, or from the date of receipt of any deliverables, or other performance of services, whichever is later.

5. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

6. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

7. Confidential Information and Public Records.

A. Client Confidential Information. Contractor shall not disclose to any third party Client Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the Client pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the Client's Contract Manager. All such Client Confidential Information will be held in trust and confidence from the date of disclosure by the Client, and discussions involving such Client Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the Client from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the Client's staff and the Client's subcontractors who require such information in the performance of this Agreement.

8. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

9. Acceptance of Services. For all Services deliverables that require the Client acceptance as provided in the Scope of Work, the Client, through the Contract administrator or designee, will have fourteen (14) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the Client will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have fourteen (14) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the Client, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the Client's

failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the Client will accept the deliverable(s) in writing.

10. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.
- B. The Contractor shall promptly notify the Client in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The Client agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

11. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be Client's property when completed and accepted, if acceptance is required in this Agreement, and the Client has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the Client may be used by the Client without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the Client for use by Contractor under this Agreement shall remain the sole property of the Client.

12. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

14. Indemnification. Contractor shall, and hereby does indemnify City, and their respective officials and employees from and against any and all claims, losses, damages, causes of actions, suits and liabilities (collectively "claims") raised by third parties arising out of actions related to the performance of this agreement by Contractors and Contractor's contractors, subcontractors, but not otherwise. Contract shall require each of its contractors and subcontractors working on this Project

to indemnify the City and their respective officials and employees from and against any and all claims, losses, damages, causes of action, suits and liability arising out of their actions related to the performance of this Agreement, utilizing the same indemnification language contained herein, in its entirety, or to carry insurance to contractually transfer such risk under policies naming the City as a named additional insured.

15. Insurance. Contractor agrees to provide satisfactory proof of insurance in accordance with the provisions provided in Exhibit B, attached hereto and incorporated herein.

16. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Webb County, Texas. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

17. Entire Agreement. If and to the extent this Agreement and the terms of the RFP FY21-080 General Revenue Corporation Delinquent Collection Services - Utilities Department Proposal and Supplier Response conflict, RFP FY21-080 General Revenue Corporation Delinquent Collection Services - Utilities Department Proposal and Supplier Response shall control. (See Exhibits A, B, & C).

(Signature Page Follows)

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

General Revenue Corporation

Signed: 

Printed Name: Zenon Butts

Title: President

Date 11/30/21

City of Laredo

Signed: 

Printed Name: Robert A. Eads

Title: City Manager

Date: 12/3/2021



Attest:

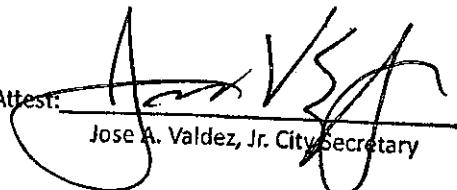
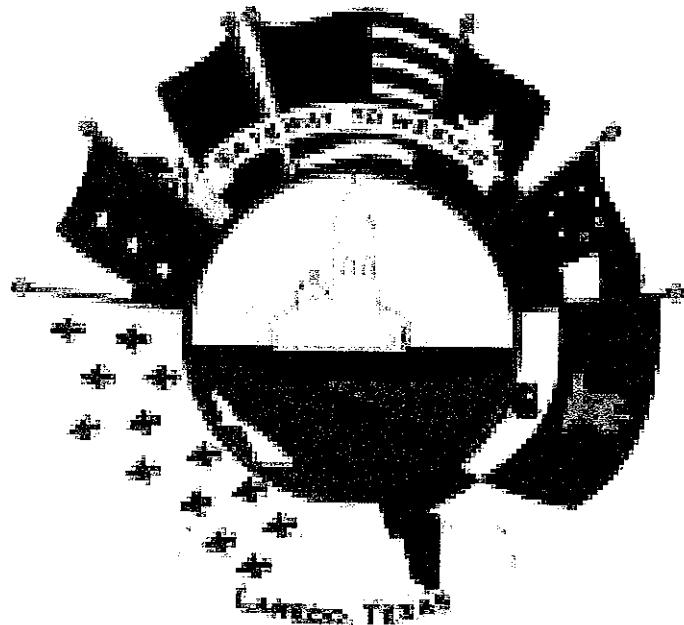
 Jose A. Valdez, Jr. City Secretary

Exhibit "A"

2003 A. Period

City Mandate



FY21-080

Delinquent Collection Services - Utilities Department

Issue Date: 9/3/2021

Response Deadline: 9/24/2021 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Margarita Ayala
Address: Utilities Department
5816 Daugherty
Laredo, TX 78041
Phone: (956) 721-2005
Email: mayala0@ci.laredo.tx.us

Event Information

Number: FY21-080
Title: Delinquent Collection Services - Utilities Department
Type: Request For Proposal
Issue Date: 9/3/2021
Response Deadline: 9/24/2021 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
2nd Floor
7140 Houston St.
3rd Floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jolly@ci.laredo.tx.us

Requested Attachments

Non-Collusive Affidavit Form

(Attachment required)

Form must be notarized and submitted as part of your RFP to be considered complete.

Form 1295 Certificate of Intersted Parties

This form must be submitted by the vendor through the Texas Ethics Commission website within 10 days of award of bid.

Conflict of Interest Form

(Attachment required)

Form must be signed and submitted as part of this RFP

Bid Attributes

1 Award by Best Value

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

I agree

(Required: Check if applicable)

2 Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

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

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

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

- (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or

cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

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

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions

(Required: Check if applicable)

3 Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
- 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
- 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
- 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
- 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of Insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

(Required: Check if applicable)

4 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

(Required: Check if applicable)

5 Contract Requirements

1. CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affidavit or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

I have read and understand this section
(Required: Check if applicable)

6 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

7 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

(Required: Maximum 1000 characters allowed)

8 State how long under has the business been in its present business name

(Required: Maximum 1000 characters allowed)

9 If applicable, list all other names under which the Business identified above operated in the last five years

(Required: Maximum 4000 characters allowed)

10 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

(Required: Maximum 4000 characters allowed)

1 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

(Required: Maximum 4000 characters allowed)

1 State if the Company is a certified minority business enterprise

Historically Underutilized Business (HUB) Small Disadvantaged Business Enterprise (SCBC)
 Disadvantaged Business Enterprise (DBE) Other
 This company is not a certified minority business

(Required: Check only one)

1 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

1 Conflict of Interest Questionnaire Form CIQ

5 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.

1 Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes No

(Required: Check only one)

1 Disclosure Form

7 For details on use of this form, see Section 4.01 of the City's Ethics Code.

1 This is a

8 New Submission Correction Update to previous submission

(Required: Check only one)

1 Question 1. Name of person submitting this disclosure form

9 Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

(Required: Maximum 1000 characters allowed)

2 Question 2. Contract Information

0 Please include the following: a)Contract or Project Name b)Originating Department

(Required: Maximum 4000 characters allowed)

3 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

(Required: Maximum 4000 characters allowed)

4 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

2 Not Applicable It applies to my business

(Required: Check only one)

2 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

(Optional: Maximum 4000 characters allowed)

2 Question 5. List any individuals or entities that will be subcontractors on this contract

Not Applicable It applies to my business

(Required: Check only one)

2 Question 5. List any individuals or entities that will be subcontractors on this contract

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

(Optional: Maximum 4000 characters allowed)

2 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

Not Applicable It applies to my business

(Required: Check only one)

2 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

(Optional: Maximum 4000 characters allowed)

2 Question 7. Disclosure of political contributions

8 List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable It applies to my business

(Required: Check only one)

2 Question 7. Disclosure of political contributions

9 If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

(Optional: Maximum 4000 characters allowed)

3 Updates on contributions required

9 Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

3 Question 8. Disclosure of Conflict of Interest

2 Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am aware of conflict of interest I am not aware of any conflict of interest

(Required: Check only one)

3 8. Disclosure of Conflict of Interest

2 If you selected I am aware of conflict of interest is question 8, please list them in this section.

(Optional: Maximum 4000 characters allowed)

3 Question 9. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

(Required: Check if applicable)

3 Question 10. No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

(Required: Check if applicable)

3 Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of City Secretary.

I have acknowledge that I have been advised

(Required: Check if applicable)

3 Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

(Required: Maximum 4000 characters allowed)

3 Question 12. Oath

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

(Required: Check if applicable)

Bid Lines**1**

The City of Laredo invites interested parties to submit proposals subject to the terms and conditions and other contract provisions, for awarding a contract for Delinquent Collection Services.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website:

<https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx>

Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on September 24, 2021 and all proposals received will be opened and publicly acknowledged at 10:00 AM on September 27, 2021.**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

1.0 General

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

2.0 Background

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

2.1 Utilities Department Billing History

# of Days	Delinquent	
Delinquent	# of Accts	Amount
30	267	\$122,071.16
60	439	\$226,156.45
90	490	\$198,742.67
120	678	\$222,831.82
240	1,233	\$250,113.76
720	4,884	\$943,153.83
> 720	20,686	\$3,465,716.65

3.0 Vendor Response

- 3.1 The successful respondent shall provide all collection and related services for all delinquent obligations under accounts referred by the City. These obligations include all delinquent and other statutory amounts due under the referred accounts. The successful respondent shall provide all collection and related services on its premises located in the state of Texas, with its personnel and its other resources.
- 3.2 In its referrals and otherwise, the City shall furnish to the Successful Respondent information that the City believes to be reliable; however, the City of Laredo shall not guarantee the accuracy or completeness of any information provided to the successful respondent under the RFP or the contract. The City of Laredo shall not be liable to the successful respondent or any other entity or person for any losses, damages, claims or any other amounts resulting from the successful respondent's use of or reliance on such information or information independently collected by the successful respondent.
- 3.3 The successful respondent shall accept and provide collection services on all referrals from the City of Laredo. The City anticipates that a significant number of the referrals will be accounts of persons who are Spanish speaking only. The successful respondent shall have a sufficient number of Spanish speaking persons available for the collection efforts.
- 3.4 The City of Laredo reserves the right, in its sole discretion, to withdraw any account from the successful respondent at any stage of the collection process; such withdrawals are effective upon the successful respondent's receipt of oral or written notification by the City. Upon the successful respondent's receipt of oral or written notification by the City's Project Manager, the successful respondent shall immediately suspend collection activity on the withdrawn account. The successful respondent shall receive no compensation or any other amounts for accounts withdrawn by the City of Laredo prior to collection or due to the City's withdrawal of such accounts.
- 3.5 The successful respondent shall perform all services in a professional, straightforward manner. The successful respondent shall provide adequate supervision of its employees and shall perform quality assurance review of all work performed. With all accounts, the successful respondent shall use consistent collection efforts according to approved procedures.
- 3.6 The successful respondent may not initiate litigation on any referred accounts.
- 3.7 The successful respondent shall not settle or compromise any referred account for less than the full amount owed (including all allowable costs, if any) without written authorization from the City of Laredo.
- 3.8 The successful respondent shall serve as an independent contractor and not as an agent of the City of Laredo. The Successful Respondent shall indemnify the City of Laredo for any losses, damages, claims, judgments, or any other amounts incurred by the City of Laredo resulting from the Successful Respondent's violation of state and federal debt collection statutes or by the negligence of the Successful Respondent its representatives, employees, agents or officers.
- 3.9 The Successful Respondent shall be solely responsible for providing all described and related services.

4.0 Resources

The successful respondent shall provide all hardware, software, personnel, services, facilities, materials and other resources necessary for the successful respondent's completion of all collection services in the manner required by the Contract. The successful respondent must be licensed and authorized or become licensed or

authorized to provide collection services in all jurisdictions where delinquent debtors are located and where such licensing is required. The successful respondent shall provide all collection services reasonably related to those described in the Contract.

4.1 The successful respondent and any of its subcontractors shall be independent contractors. The successful respondent and its subcontractors are solely responsible for their employees. The successful respondent must have the City's written approval prior to entering into any subcontracts for the services under the Contract. Subcontractors must adhere to all requirements in the Contract and the requirements of this RFP and any other requirements to which the successful respondent is held.

4.2 The successful respondent shall submit for the City's approval a proposed schedule containing the sequence of collection services to be provided in the form of project timelines. The successful respondent shall perform services without interruption except as provided herein. The successful respondent shall communicate regularly on an agreed-upon schedule with the City's project manager to provide updates regarding the project timeline and the services performed.

4.3 The City's Obligations

The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP. The City reserves the right, in its sole discretion, to select one or more qualified responses to this RFP without discussion of responses with the respondents. The City reserves the right to reject any or all submitted proposals.

5.0 Services Required by Utilities Department

Collect any and all past due amounts owed to the City of Laredo Utilities Department as permitted under the laws of the State of Texas with quarterly reports on each account.

6.0 Proposal Requirements

All responses are to be provided electronically (Word or Excel) and in paper format. The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms. Responses shall be limited to 20 pages single sided 8 1/2 " x 11" (exclusive of cover letter, limited to 2 pages, and required forms in this RFP) using Times New Roman font with a font size of 12. Sections shall be separated by criteria for ease of reference.

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

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

- 6.1 Company name, including the addresses of all vendor offices identifying in which office the work will be performed.
- 6.2 Name, position, phone, fax numbers, e-mail contact, and web presence of contact person(s).
- 6.3 Names of principals in the company; years the company has been in business.
- 6.4 Description of the manner that will be used to ensure secure data transfer from the Utilities Department that maintains data integrity.
- 6.5. Specific description of the collections software to be supplied at the collections company's sole expense to support all collections operations. This software must be compatible with software that is in use by the Laredo Utilities Department and City of Laredo. Any conversion must be provided by the collections firm at its sole expense by persons paid by the collections firm. The City of Laredo currently utilizes AS/400/Central Square/Naviline.

6.6 Description of the capability to provide computer technical support for any initial programming required to transfer all necessary collections data to the collections firm in a timely manner at the collections firm's sole expense.

6.7 Evidence sufficient knowledge of all applicable federal, state and local laws and regulations regarding debt collection as well as registration or authorization to collect debts with the State of Texas. Demonstrate ability to effect collections in all 50 States, Canada and Mexico as well as meeting all interstate collection requirements.

6.8 Number of staff by discipline in the office that will be working on project and appointed project manager for proposed project. Respondents shall provide a description of the experience, qualifications and workload of the persons who will be assigned to the collection of the Laredo Utilities Department accounts.

6.9 List and briefly describe any on-going or completed similar Utilities Department projects, with dates and performance results for each project. Include names, addresses and phone numbers of representatives of these Utilities Department.

6.10 References who can be contacted. The City will contact one or more of the operating sites of the respondent's clients to verify representations made by your company.

6.11 Current workload of the staff that would be responsible for rendering the service(s) required. Specify the current status of office project workload.

6.12 With respect to any work performed listing of all litigation pending, settled or adjudicated within the past 5 years against or involving the firm, agents and/or employees.

6.13 Set forth the process and procedure whereby the firm shall suspend the collection efforts on any account upon written notice to do so by an authorized representative of the City (including telefaxes) and transfer accounts back to the city upon request at no cost to the City.

6.14 Provide formats/samples for monthly reports to the Utilities Department, including a detailed report of collection with dollar amounts and quantities, a summary of delinquent and collections by month, and an aged accounts receivable balance report.

6.15 Describe in detail what information is required from the City of Laredo in support of the collection service.

6.16 Any other items, which the respondent deems necessary.

6.17 Proposed project schedule.

6.18 Capacity to provide the service required in a timely and consistent manner.

6.19 Proposed fee structure

7.0 Evaluation Process

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

8.0 Selection Process

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

9.0 Evaluation Criteria

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

9.1. Experience in providing costs, fines, and fees collection services to other government entities and success ratio in performing this service. (0-25)

9.2 Capability to perform all of the costs, fines, and fees collection services required by this request for proposal including technical capability. (0-25)

9.3 Reputation for personal and professional integrity and competence and knowledge of federal, state, and local regulations policies and procedures applicable to this type of service. (0-25)

9.4 Key personnel's professional background, caliber, and experience in providing the service required. (0-15)

9.5 Current workload and ability to meet schedules or deadlines. (0-15)

9.6 Service fee structure and copy of contract. The fee structure and contract must be in accordance with the Applicable Law addressing Utilities Department Delinquent Costs, Fines and Fees Collection Services. (0-10)

10.0 ADDITIONAL INFORMATION

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

10.1 Executive Summary

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

Overview of services proposed

Delinquent Utilities Department Costs, Fines and Fees collection services

Proposed work plan

Defendant communications program

Address research, location program and Bankruptcy collection program

Defendant assistance

Include descriptions of the following processes:

Delinquent Utilities Department Costs, Fines, and Fees Collection History

10.2 Describe your organization's personnel:

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

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

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

Provide biographies of key management and attorneys

10.3 Collection Technology

Describe the computer hardware and software used to collect delinquent Utilities Department costs, fines, and fees

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

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

10.4 References

Provide at least two (2) references (entities) for which your firm provides collection services of costs, fines, and

fees. These references should include the name of the contact person, address, and phone number.

Explanation of fees (include a sample contract).

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

11.0 Contract Award

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

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

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

12.0 Contract Term:

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

Supplier Notes: _____

Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature



City of Laredo Purchasing Division

September 22, 2021

Addendum No. 2

Ref: Bid: RFP Delinquent Collection Services – Utilities Department
FY21-080

Addendum Requires Signature Acknowledgement (If Hand-Delivered)

To All Interested Vendors:

Please note the following modifications to the RFP:

- 1) RFP closing deadline will be extended to September 29th, 2021 no later than 5:00 pm.
- 2) The following Attachments have been added to this Request For Proposals. These forms are required to be filled out and submitted:
 - Conflict of Interest Questionnaire
 - Non Collusive Affidavit Form
 - Certificate of Interested Parties (Form 1295)
- 3) Opening Date will be September 30th, 2021 at 10:30 a.m.

Addendum Requires Signature Acknowledgement (If Hand-Delivered)

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Acknowledgement of Addendum #2

9/27/2021

(Please sign, date and include with bid submittals)

XC Purchasing File

1 Addendum 1

- 1) The following attachments have been added to this request for proposals: Conflict of Interest Questionnaire, Non Collusive Affidavit Form and Certificate of Interested Parties (Form 1295)
- 2) Request for Proposals Closing Date has been extended to Wednesday September 29 at 5:00 p.m. Central Standard Time.
- 3) Request for Proposals Opening Date has been extended to Thursday September 30 at 10:30 a.m. Central Standard Time.

I acknowledge Addendum 1

2 Addendum 2

- 1) Attaching Addendum 2 File Which Will Require Vendor's Signature **If Proposal Is Hand-Delivered**

I acknowledge Addendum 2

3 Award by Best Value

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

I agree

4 Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

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

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

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.tonywave.net/Login.aspx>
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.tonywave.net/Login.aspx>

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

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

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

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 miguel.pescador@laredo.org. Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

6 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

7 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affidavit or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit

5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

I have read and understand this section

8 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

9 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

General Revenue Corporation, Zenon Butts, (513) 605-7412

10 State how long under has the business been in its present business name

40 Years

11 If applicable, list all other names under which the Business identified above operated in the last five years

N/A

12 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

20 **This is a**

New Submission

21 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Zenon Butts

22 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

- a) Delinquent Collection Services
- b) Utilities Department

23 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

General Revenue Corporation

24 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

It applies to my business

25 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**
If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

SinglePoint Group International, Inc.

26 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

27 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

28 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

29 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

30 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

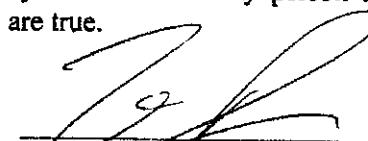
Ohio
STATE OF TEXAS {}
COUNTY OF WEBB {}
Warren

AFFIDAVIT

Being first duly sworn, deposes and says:

That he/she is President of General Revenue Corporation
(a Partner or officer of the firm of, etc.)

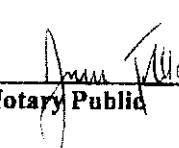
The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.



Signature of:

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27th day of September 2021.


Notary Public

My commission expires:

09-18-2022



JESSICA FRANK
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-18-2022

experiences high turnover, **GRC** is proud of our employee retention, which is due primarily to a positive employee engagement culture. Below showcases the experience of our collections management team.

Name	Title	Years of Experience
Zenon Butts	President, GRC	24 Years in Collections
Courtney Crutchfield	Operations Senior Team Leader	13 Years in Collections
Crystal Layton	Federal Collections Team Leader	15 Years in Collections
Maggie Dees	Federal Collections Team Leader	23 Years in Collections
Kaitlin Buckley	Accounts Receivables Team Leader	7 Years in Collections
Bryan Jacobs	Accounts Receivables Team Leader	9 Years in Collections
Kyle Wank	Accounts Receivables Team Leader	4 Years in Collections
Dave Wilson	AGO Tax Team Leader	9 Years in Collections

- Table that provides how the two option fees will be?
- Clarification on the options of fees and collections (pages 28 & 29)

The City has the option to assess collection costs onto the account holder and be made whole, or net-out GRC's fee and receive the difference of the recovered amount. Examples of both these scenarios are illustrated below.

In the scenario where the City is made whole is referred to as the "fee on fee" method. The City will assess and add applicable collection costs based on the current or most recent address of the borrower and add these costs to accounts on an individual basis, as permitted by controlling law. These costs shall be added or assessed after legal review by the City of the appropriateness of these charges as they relate to contractual and statutory law. The City will determine collection costs by reviewing: (1) the provisions of the Promissory Note or other written agreement with the consumer; and (2) any regulations applicable to the type of debt being collected as stated in the federal regulations and/or controlling state law. The City further authorizes GRC to update the collection costs associated with the accrual of additional principal, interest, or penalty/late charges.

Collection Costs/Commission Example for a 12% Commission Rate on Every Dollar Collected.

\$1,000.00 Principal, Interest, & Late Charges placed with **GRC** for Collection.

x 13.64% Collection Cost 13.64%.

\$1,136.40 Collection Cost (13.64%) collected from Borrower.

\$1,136.40 Total amount collected from Borrower.

-\$136.40 **GRC's** 12% Commission. Deducted from the total amount collected.

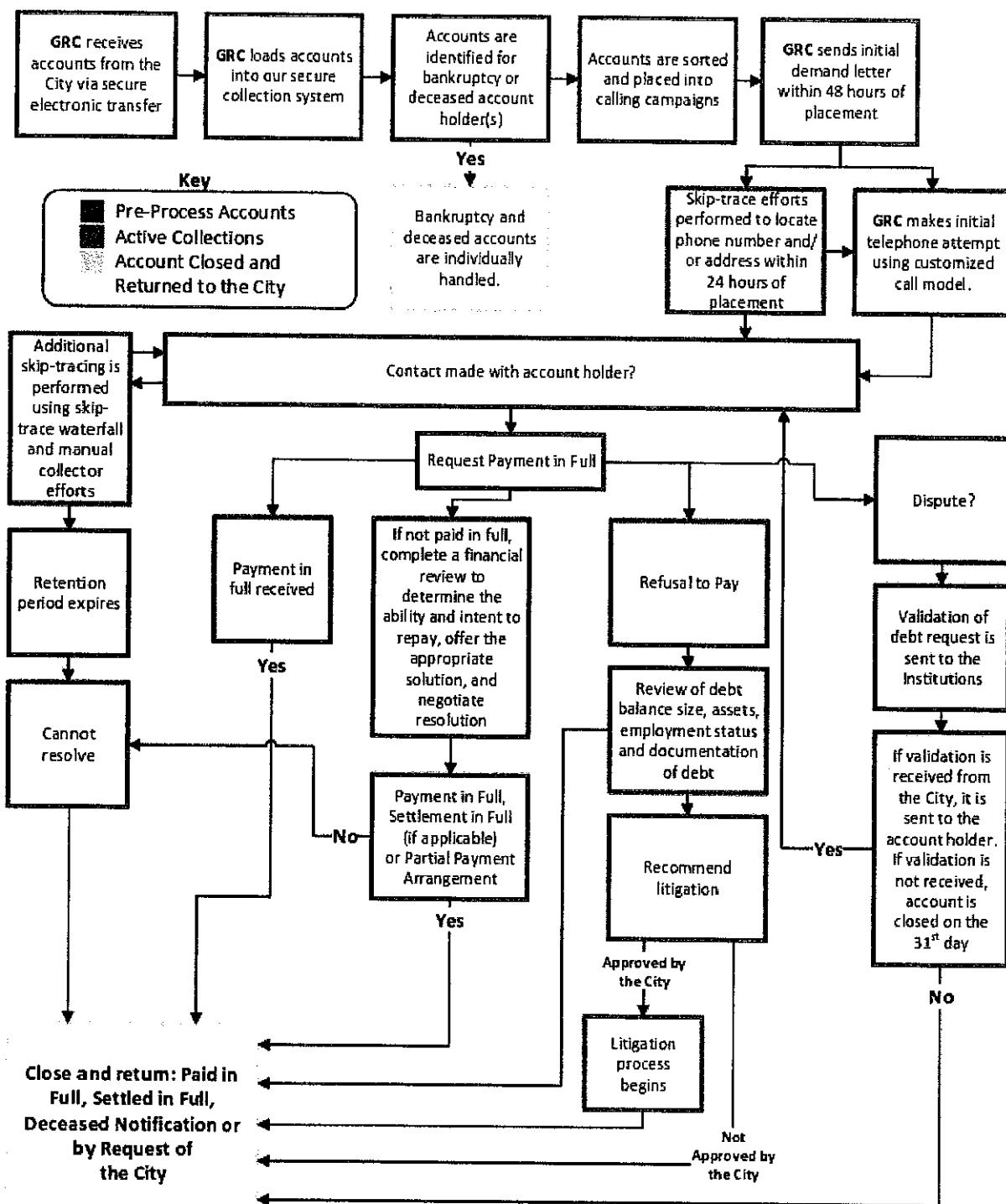
\$1,000.00 Total amount remitted to the City.

In the scenario where the City receives a net difference of the amount recovered, no collection fees are assessed to the account holder.

\$1,000.00 Principal, Interest, & Late Charges placed with **GRC** for Collection.

-\$120.00 **GRC's** 12% Commission. Deducted from the total amount collected.

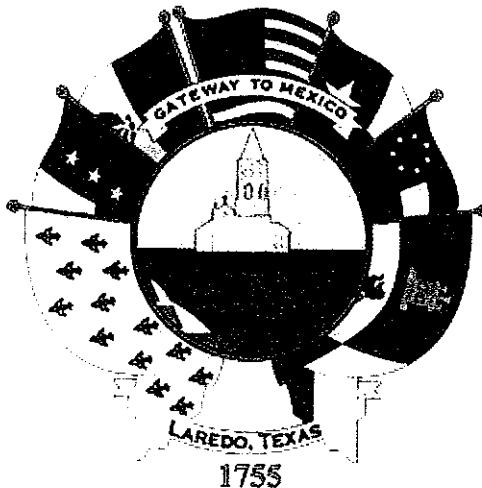
\$880.00 Total amount remitted to the City.



Flow Chart of GRC's Collection Methodology. The City's accounts receive ongoing attention through automated dialing campaigns, manual calling efforts, and direct mail.

GENERAL REVENUE CORPORATION

Request for Proposal (RFP): FY21-080 "Delinquent Collection Services – Utilities Department"



Due Date: September 29, 2021, at 5:00 PM CT

Method of Submission: Email to: Margarita Ayala
mayala0@ci.laredo.tx.us
Utilities Department
5816 Daugherty
Laredo, TX 78041

Original Copy



4660 DUKE DRIVE, SUITE 200 • MASON, OH 45040-8466
800-234-1472 • GeneralRevenue.com



GENERAL REVENUE CORPORATION

ATTN: Margarita Ayala
Utilities Department
City of Laredo, Texas
5816 Daugherty
Laredo, TX 78041
Re: RFP FY21-080, Delinquent Collection Services – Utilities Department.

September 29, 2021

Dear Ms. Ayala and Members of the Evaluation Committee:

We at General Revenue Corporation (GRC) thank the City of Laredo (the City) for the opportunity of submitting this proposal in response to Request for Proposal (RFP) FY21-080, Delinquent Collection Services – Utilities Department. Throughout our 40-year history, GRC has executed on some of the most competitive and highest-profile higher education and more recently, governmental contracts. GRC has rapidly broadened our vision to encompass new debt opportunities, such as those described throughout this response. We will leverage our proven experience to produce the highest recovery rates at the best value across all types of debt for the City.

GRC is one of the nation's preeminent asset management agencies with the differentiated expertise, experience, and capacity to execute on this critically important engagement successfully. Our data security apparatus and compliance framework will mitigate regulatory and reputational risks for the City. We serve a diverse range of clients and recognize that each client engagement is unique. We understand that an account holder that is assigned for collections is an individual that may share their experience of engagement with the City amongst friends and family members. Therefore, we treat each account holder with the utmost dignity, respect, and compassion as we identify the best route to resolution for each delinquent account.

As a former Director of Collection Operations for 12 years, my results-driven approach to implementing recovery strategies have been implemented at GRC. In conjunction with the work ethic of our collectors, our innovative platform system and our technological enhancements, our collection methodology and liquidation rates are a cut above the competition. I am confident our customized asset management techniques, and our servicing skills will be the factors that will result in the City being highly satisfied with choosing **General Revenue Corporation** as your business partner.

While America has begun to recover from the pandemic, it was truly a lesson in team spirit that sustained us as we navigated through the uncertainty of those unprecedented times. Through our leadership personnel and the support of our employees, we quickly shifted from an in-office environment to a work-from-home culture that embraced technology, thereby enabling us to retain high productivity in our collection efforts and servicing capabilities. If there was a silver lining to the world's health situation, for our clients, it was proving the Company's tenacity and flexibility, allowing us to continue providing exceptional service during those turbulent times. Our hope for the City is the continued well-being and safety of your employees and account holders.

In closing, we thank the City for the opportunity to participate in this procurement. We are excited for the opportunity to maximize recoveries for the City and look forward to establishing a long, successful, and mutually beneficial partnership. **I have read and agree to all terms within the RFP and am authorized to execute this contract on behalf of GRC.** Please contact me should you or your colleagues have any questions or require additional information regarding our proposed solution.

Sincerely,



Zenon Butts • President, General Revenue Corporation
(513) 605-7412 • Zenon.Butts@generalrevenue.com

31 Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

32 Updates on contributions required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

33 Question 8. Disclosure of Conflict of Interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

34 8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest is question 8, please list them in this section.

35 Question 9. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

36 Question 10. No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

37 Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

38 Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

- 1) Zenon Butts
- 2) President
- 3) General Revenue Corporation
- 4) 9/22/2021

39 Question 12. Oath

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

13 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

- 1) No
- 2) No
- 3) No
- 4) No
- 5) No

14 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

- 1) No
- 2) No
- 3) No

15 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

16 **Conflict of Interest Disclosure**

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

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

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

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

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

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

17 **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.

18 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

19 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041-1000. Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions

5 Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

- What is GRC's Municipality Agency Experience?

Ohio Attorney General's Office (OAG)

GRC has been providing higher education and tax collection services for the OAG for 17 years. We retain comprehensive collection units determined by debt type, including Federal, Accounts Receivables, and Taxes. These teams are highly trained on the facilitation and resolution of their specific debt types.

The State of Nevada Controller's Office

In 2020, **GRC** was awarded a contract with the State of Nevada to perform our proven collection efforts on a plethora of debt types including, but not limited to:

<input type="radio"/> Taxes	<input type="radio"/> Inspection Fees
<input type="radio"/> Tuition Fees	<input type="radio"/> Supervision Fees
<input type="radio"/> Administrative Fines	<input type="radio"/> Business Licenses Fees
<input type="radio"/> Assessments	<input type="radio"/> Payroll Overpayments
<input type="radio"/> Permits	<input type="radio"/> NSF Checks
<input type="radio"/> Application Fees	

- What is GRC's Collection Ratio?

In an effort to portray the most relevant recovery figures to the City, the below figures include a select sample of GRC's accounts over the past two (2) years. It should also be noted that the COVID-19 pandemic has caused recovery rates to decrease due to federal mandates and individual decisions made by our clients to limit collection efforts to their account holders during trying times. GRC constantly monitors collection trends and foster our methodologies methodically to obtain the highest possible recovery rates for our valued clients.

GRC Recovery Rates	
Sept. 2019 - Sept. 2020	
1st Referrals	2nd Referrals
27.1%	7.3%
Sept. 2020 - Sept. 2021	
1st Referrals	2nd Referrals
17.0%	8.5%

- Identify key personnel who will be involved in collections itself.

GRC's experienced collection staff is led by Senior Team Leader, Courtney Crutchfield. Courtney has 13 years of experience in collections, 11 of which with GRC, and 8 years in a managerial position. Courtney represents one of many experienced management personnel. Our tenured team utilizes GRC's proven collection industry methodologies across all debt types, ensuring the best possible results for our valued clients.

Of GRC's 124 total employees, the average tenure of our Management team is 13.3 years, our Business Support/Client Services team is 10 years, and our Collections team is 7 years. In an industry that typically

- Collection process, what process will GRC take?

Below and on the subsequent pages is a high-level overview of GRC's collection methodology. GRC's collection processes will be demonstrated in detail by walk-through presentations, post-award.

GRC's successful, efficient collection methodology is in place and ready to begin upon contract award. We have refined our high level of customization through our 40 years of experience of providing unique services on behalf of our higher education clients.

Our numerous and diverse partnerships enabled us to fine-tune our collection processes by taking the best practices of each of our clients and implementing them into our overall work plan, which is why we remain an industry leader in debt collection. We ensure mission alignment between ourselves and the City through this individualized process, achieving superior results based on specific needs.

We customize our standard collection process to address the specific needs of individual debt types. GRC recognizes that each debt type is unique, requiring different treatment strategies to maximize recoveries. GRC assigns each debt type to its own dedicated group of collectors who have been specially trained to work that specific debt type.

We base our workflows on proven collection strategies designed to maximize debt resolution for the City's complete portfolio. These workflows determine the schedule for prime-time dialing, mailing, work queues, dialing campaigns, digital messaging, and skip-tracing activities. GRC designs, manages, and optimizes collector workflows to achieve the highest level of recovery, while maintaining superior compliance and quality assurance standards.

GRC customizes our collection strategies to provide superior recovery rates on accounts placed by the City. Following account placement, we initiate our comprehensive collection strategy to provide effective, compliant collection on behalf of the City. We use a dual approach to collection, applying both live collector strategies and automated calling tools to maximize the work performed on each of the City's accounts.

The workflow on the subsequent page illustrates GRC's collection methodology. This depiction outlines frequent attempts for resolution prior to the return of the account to the City. All accounts placed with GRC follow this strategic process, regardless of account age, balance, or debt type.

Table of Contents

6.1	Company name, including the addresses of all vendor offices identifying in which office the work will be performed.	4
6.2	Name, position, phone, fax numbers, email contact, and web presence of contact person(s)....	4
6.3	Names of principals in the company; years the company has been in business.....	4
6.4	Description of the manner that will be used to ensure secure data transfer from the Utilities Department that maintains data integrity.....	4
6.5	Specific description of the collections software to be supplied at the collections company's sole expense to support all collections operations. This software must be compatible with software that is in use by the Laredo Utilities Department and City of Laredo. Any conversion must be provided by the collections firm at its sole expense by persons paid by the collections firm. The City of Laredo currently utilizes AS/400/Central Square/Naviline.	5
6.6	Description of the capability to provide computer technical support for any initial programming required to transfer all necessary collections data to the collections firm in a timely manner at the collections firm's sole expense.	5
6.7	Evidence sufficient knowledge of all applicable federal, state and local laws and regulations regarding debt collection as well as registration or authorization to collect debts with the State of Texas. Demonstrate ability to effect collections in all 50 States, Canada and Mexico as well as meeting all interstate collection requirements.	6
6.8	Number of staff by discipline in the office that will be working on project and appointed project manager for proposed project. Respondents shall provide a description of the experience, qualifications and workload of the persons who will be assigned to the collection of the Laredo Utilities Department account.	9
6.9	List and briefly describe any on-going or completed similar Utilities Department projects, with dates and performance results for each project. Include names, addresses and phone numbers of representatives of these Utilities Department.	11
6.10	List and References who can be contacted. The City will contact one or more of the operating sites of the respondent's clients to verify representations made by your company.	11
6.11	Current workload of the staff that would be responsible for rendering the service(s) required. Specify the current status of office project workload.	11
6.12	With respect to any work performed listing of all litigation pending, settled or adjudicated within the past 5 years against or involving the firm, agents and/or employees.	12
6.13	Set forth the process and procedure whereby the firm shall suspend the collection efforts on any account upon written notice to do so by an authorized representative of the City (including telefaxes) and transfer accounts back to the city upon request at no cost to the City.....	13
6.14	Provide formats/samples for monthly reports to the Utilities Department, including a detailed report of collection with dollar amounts and quantities, a summary of delinquent and collections by month, and an aged accounts receivable balance report.....	13
6.15	Describe in detail what information is required from the City of Laredo in support of the collection service.	19
6.16	Any other items, which the respondent deems necessary.	19
6.17	Proposed project schedule.	19
6.18	Capacity to perform the service required in a timely and consistent manner.....	21
6.19	Proposed fee structure	21
	Sample Contract.....	22

6.1 Company name, including the addresses of all vendor offices identifying in which office the work will be performed.

General Revenue Corporation (GRC)
4660 Duke Drive, Suite 200
Mason, OH 45040

6.2 Name, position, phone, fax numbers, email contact, and web presence of contact person(s).

Zenon Butts
President
(513) 605-7412
(513) 469-4311
Zenon.Butts@generalrevenue.com
www.generalrevenue.com

6.3 Names of principals in the company; years the company has been in business.

Zenon Butts, President. GRC has been servicing the collection industry for 40 years, since 1981.

6.4 Description of the manner that will be used to ensure secure data transfer from the Utilities Department that maintains data integrity.

The City will be able to electronically transfer data with Personal Identifiable Information (PII) protected and financial information using two secure methods:

- **Web Interface** allows the City to send/receive files using a standard web browser. A user ID and password secures the data as it is encrypted and transferred (more than one user ID can be provided, if required). Supported browsers are Internet Explorer, Chrome, and Firefox.
- **Secure File Transfer Protocol (SFTP)** involves an additional layer of encryption and control over data.

Electronic Data File Exchange

Data is securely exchanged in the City's desired format using Secure File Transfer Protocol (SFTP). Handling our clients' changing data requirements is essential and our flexibility in this area is critical. Testing will occur prior to any production data transfer and will comply with guidelines or changing layouts set by the City. Any significant file transmission issues are addressed and communicated immediately.

Examples of files that may be shared between **GRC** and the City include:

- Placement
- Payment
- Account Holder Demographic Updates
- Exception File Handling

Using this protocol over the internet allows us to use various encryption methods (PGP, GPG open source, and two-factor authentication). These methods are compliant with the current FIPS 140 version.

GENERAL REVENUE CORPORATION

- Collection Provide a Best and Final Offer (BAFO) on service fee.

GRG offers the following Best and Final Offer service fee to the City on all dollars collected:

Debt Type	Placement Level	Rate
All	All	12%

6.5 Specific description of the collections software to be supplied at the collections company's sole expense to support all collections operations. This software must be compatible with software that is in use by the Laredo Utilities Department and City of Laredo. Any conversion must be provided by the collections firm at its sole expense by persons paid by the collections firm. The City of Laredo currently utilizes AS/400/Central Square/Naviline.

Collection System - The **GRC** collection software and the entire technology platform is designed to provide the City with capabilities that are the highest performing, most efficient, and least complicated to interact with. The City will have no need for direct interaction with the **GRC** collection software but rather access all interactions via a very intuitive, 24/7 access, secure Client Portal. **GRC**'s collection system of record for the City engagement efficiently processes collection accounts without requiring a significant investment of time for set-up or interface. The system uses the Caché database provided by InterSystems, which allows for high volume, high speed transactions while providing the necessary data protection for selected critical fields.

The collection system's powerful features include the following:

- Integration with our letter vendor, which allows for fast, efficient production and mailing of collection letters. Letters sent by the system are recorded on the account automatically on the date they are sent.
- Collector interface for access to account information, prompt and accurate input of account information, and maximization of collection time.
- Calculation of principal, interest, and projected collection costs on an account holder's account in compliance with federal, state, and local laws and client requirements.
- Functionality to ensure collectors comply with all federal, state, and local laws, e.g., number of collection attempts.
- Calculators that help collectors determine appropriate, reasonable, and affordable payments for account holders.
- Ability to create customized reports for the client and for collection managers.

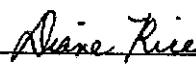
6.6 Description of the capability to provide computer technical support for any initial programming required to transfer all necessary collections data to the collections firm in a timely manner at the collections firm's sole expense.

While **GRC** has a highly trained and experienced Information Technology (IT) department, no initial programming will be required to transfer necessary collections data.

The City's dedicated Client Services Representative (CSR) is overly familiar with our Client Portal and can perform a virtual web demonstration training session upon request. The Client Portal accepts multiple file types including txt, PDF, Word, Excel, and more. Additionally, GRC is dedicated to accepting referral files no matter the file format. GRC is confident that our experienced and tenured Information Technology (IT) department can create any process(es) necessary to accommodate the City.

6.7 Evidence sufficient knowledge of all applicable federal, state and local laws and regulations regarding debt collection as well as registration or authorization to collect debts with the State of Texas. Demonstrate ability to effect collections in all 50 States, Canada and Mexico as well as meeting all interstate collection requirements.

GRC's sophisticated Compliance Management Team (CMT) is comprised of stringent controls in place across our organization that ensure compliance with federal, state, and local laws and regulations, including but not limited to the following.

<p>GENERAL REVENUE CORPORATION</p> <p>CERTIFICATE OF COMPLIANCE</p> <p>This is to certify General Revenue Corporation's sophisticated Compliance Management System (CMS) is comprised of stringent controls in place across our organization that ensure compliance with federal, state, and local laws and regulations, including but not limited to the following:</p> <table><tr><td>• Bank Secrecy Act/USA Patriot Act</td><td>• Gramm-Leach-Bliley Act (GLBA)</td></tr><tr><td>• CAN-SPAM Act and Telemarketing</td><td>• Office of Foreign Assets Control (OFAC)</td></tr><tr><td>• Electronic Funds Transfer Act (EFTA)</td><td>• PCI DSS 3.2.1</td></tr><tr><td>• Equal Credit Opportunity Act (Regulation B)</td><td>• Privacy of Consumer Financial Information (Regulation P)</td></tr><tr><td>• ESIGN Act</td><td>• Servicemembers Civil Relief Act (SCRA)</td></tr><tr><td>• FACTA Red Flag Rule</td><td>• Telephone Consumer Protection Act (TCPA)</td></tr><tr><td>• Fair Credit Reporting Act (FCRA)</td><td>• The Bankruptcy Code, as amended (11 U.S.C. 101 et seq.)</td></tr><tr><td>• Fair Debt Collection Practices Act (FDCPA)</td><td>• The Privacy Act of 1974 (5 U.S.C. 552, et seq.)</td></tr><tr><td>• Family Educational Rights and Privacy Act (FERPA)</td><td>• TPS Regulations in Title 34, Code of Federal Regulations</td></tr><tr><td>• Federal Claims Collection Standards (4 CFR Parts 101-105)</td><td>• Title IV, Part B of the Higher Education Act (HEA) (20 U.S.C. 1071)</td></tr><tr><td>• Federal Family Education Loan Program (FFELP) guidelines</td><td>• Truth in Lending Act (Regulation Z)</td></tr><tr><td>• Federal Trade Commission Act (FTC Act)</td><td>• Unfair and Deceptive Acts or Practices (Regulation AA)</td></tr><tr><td>• FISMA—NIST SP 800-53A Revision 4</td><td>• U.S. Postal Service regulations governing proper use of the mail in collection activities</td></tr></table> <p> Signature</p> <p>Diane Rice Name</p> <p>Chief Compliance Officer Title</p>			• Bank Secrecy Act/USA Patriot Act	• Gramm-Leach-Bliley Act (GLBA)	• CAN-SPAM Act and Telemarketing	• Office of Foreign Assets Control (OFAC)	• Electronic Funds Transfer Act (EFTA)	• PCI DSS 3.2.1	• Equal Credit Opportunity Act (Regulation B)	• Privacy of Consumer Financial Information (Regulation P)	• ESIGN Act	• Servicemembers Civil Relief Act (SCRA)	• FACTA Red Flag Rule	• Telephone Consumer Protection Act (TCPA)	• Fair Credit Reporting Act (FCRA)	• The Bankruptcy Code, as amended (11 U.S.C. 101 et seq.)	• Fair Debt Collection Practices Act (FDCPA)	• The Privacy Act of 1974 (5 U.S.C. 552, et seq.)	• Family Educational Rights and Privacy Act (FERPA)	• TPS Regulations in Title 34, Code of Federal Regulations	• Federal Claims Collection Standards (4 CFR Parts 101-105)	• Title IV, Part B of the Higher Education Act (HEA) (20 U.S.C. 1071)	• Federal Family Education Loan Program (FFELP) guidelines	• Truth in Lending Act (Regulation Z)	• Federal Trade Commission Act (FTC Act)	• Unfair and Deceptive Acts or Practices (Regulation AA)	• FISMA—NIST SP 800-53A Revision 4	• U.S. Postal Service regulations governing proper use of the mail in collection activities
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Additionally, our new-hire training program teaches compliance with all federal, state, and local regulations — including the Fair Debt Collection Practices Act (FDCPA). **GRC** stays current on the evolving regulatory environment and provides ongoing regulatory education via individual and group training, online learning programs, and updated training materials. **GRC** collectors receive annual recertification and routinely sharpen their skills with routine training. Recognizing there are various learning styles, **GRC** delivers via on-site group training, in person, webinar, one-on-one, individualized, and virtual self-paced online training. Our A+ rating from the Better Business Bureau (BBB) and extremely low complaint rate prove our training efforts prepare our collectors to demonstrate the highest level of customer centricity, which is a **GRC** core value. Our training unit is led by GRC Education Specialist, Phillip Montgomery.

Phillip Montgomery Education Specialist



Phillip is responsible for the development and implementation of company training strategies. Phillip trains and develops newly hired personnel in all applicable local and state collection laws and regulations, utilization of the Collections Systems, Resolution of Debt Options and client nuances for multiple clients.

Phillip has been with GRC for 18 years and has obtained 21 years of experience working in the collections industry. Phillip has a concentration in education management based on utilization of collection platform systems, regulatory laws and GRC's collection methodology and graduated from the University of Texas - Austin. Phillip is also an Association of Credit and Collection Professionals (ACA International) certified instructor and obtains the ACA International Training Specialist Certification.



CONTACT INFORMATION Phillip Montgomery

General Revenue Corporation
4660 Duke Drive, Suite 200
Mason, OH 45040-8466
generalrevenue.com

Phone: (513) 605-7303
Fax: (800) 234-5035

Email:
Phillip.Montgomery@generalrevenue.com

As of April 2021, GRC is no longer required to obtain a license to collect in the State of Texas. GRC does retain the specified State of Texas bond requirements, showcased below.

Form #2901 Rev. 12/2014		This space reserved for office use	
Submit to: SECRETARY OF STATE Registrations Unit P O Box 13193 Austin, TX 78711-3193 512-475-0775 512-475-2815 - Fax Filing Fee: None		 THIRD PARTY DEBT COLLECTOR SURETY BOND	
PRINCIPAL Name: GENERAL REVENUE CORPORATION 4660 DUKE DRIVE, SUITE 200 MAISON OH 45040 Street: _____ City: _____ State: _____ Zip: _____	THIRD PARTY DEBT COLLECTOR Street: _____	BOND Number: 602-421-322-4 Amount: Ten thousand dollars (\$10,000.00)	SURETY Name: UNITED STATES FIRE INSURANCE COMPANY
<p>We, PRINCIPAL AND SURETY identified above, our heirs, executors, successors and assigns, jointly and severally, are liable to the State of Texas, for the amount of the bond shown, in favor of the state for the benefit of a person damaged by PRINCIPAL's violation of Chapter 392, Finance Code, and in favor of a person damaged by PRINCIPAL's violation of Chapter 392, Finance Code. SURETY acknowledges that it is duly authorized and qualified to do business as a surety company in Texas.</p> <p>This agreement is subject to the following terms and conditions:</p> <p>This bond shall serve as the security required by Section 392.101, Finance Code, so that PRINCIPAL may engage in the business of debt collection.</p> <p>As a condition of SURETY's obligation, PRINCIPAL shall faithfully discharge all obligations, duties and responsibilities under Chapter 392, Finance Code, as that statute is presently worded, and as it may hereafter be amended to read. Any party injured by PRINCIPAL's failure to meet the conditions of the bond may bring an action based on the bond and recover against the bond.</p> <p>The aggregate liability of SURETY for all breaches of bond conditions may not exceed the amount of the bond.</p> <p>Regardless of the number of years the bond continues in force or the number of premiums paid or payable, the limit of SURETY's liability stated in the bond shall not be cumulative from year to year or period to period.</p> <p>The bond shall not be subject to cancellation by either PRINCIPAL or SURETY unless written notice of intent to cancel is forwarded to the Secretary of State, Statutory Documents Section, not later than the 60th day before the date of cancellation. If the cancellation is at the request of SURETY, SURETY shall also provide PRINCIPAL with written notification at least 60 days prior to the effective date of cancellation.</p>			
<p>It is agreed that the bond shall be in full force and effect as of the following date: JUNE 20, 2019</p> <p>Date: <u>7/1/19</u></p> <p>Signature of authorized person for PRINCIPAL Zenon Butry</p> <p>Printed or typed name of authorized person for PRINCIPAL ROXANNE CRAVEN</p> <p>Signature of authorized person for SURETY ROXANNE CRAVEN, ATTORNEY-IN-FACT</p> <p>Printed or typed name of authorized person for SURETY</p>			
<small>Form 2901</small>			

GRC is licensed and/or bonded to perform collection operations in all US states and territories that require such licensing/bonding. Additionally, **GR**C performs its collection efforts internationally via telephonic communication.

Below is a complete list of **GR**C's licenses. Photocopies of any of the below licenses will be provided upon request.

State/City	License Number	Expiration Date
Alabama	1614	9/30/2021
Alaska	256531	12/31/2022
Arizona	0908183 (NMLS 951918)	12/31/2021
Arkansas	0587	6/30/2022
Colorado	994080	7/1/2022
Connecticut	CCA-951918 (NMLS 951918)	12/31/2021
Delaware	1995113194	12/31/2022
Washington D.C.	69003363	7/31/2023
Florida	CCA0900838	12/31/2021
Guam	2013596	3/31/2022
Hawaii	COLA 725	6/30/2022
Idaho	CCA-3312 (NMLS 951918)	12/31/2021
Illinois	17022282	5/31/2024
Indiana	NMLS Only-# 951918	12/31/2021
Iowa	NMLS Only-# 951918	1/31/2022
Louisiana	34402375F	Perpetual
Maine	DCL3097	7/31/2022
Maryland	04-1135 (NMLS 951918)	12/31/2021
Massachusetts	DC0007 (NMLS 951918)	12/31/2021
Minnesota	8002279	6/30/2022
Nebraska	1472	12/31/2021
Nevada	CAD11585	6/30/2022
New Jersey	OO92046	Perpetual
New Mexico	2641 (NMLS 951918)	12/31/2021
New York City	2091324-DCA	1/31/2023
North Carolina*	Permit# 113948	6/30/2021
North Dakota	CA-103528 (NMLS 951918)	12/31/2021
Oregon	CA-48429 (NMLS 951918)	12/31/2021
Puerto Rico	SJ-13476-AC	12/31/2021
Rhode Island	20080066DC	12/31/2021
Tennessee	2295	6/13/2023
Utah	1267506-0131	6/30/2022
Washington	601699925	3/31/2022
West Virginia	1025-3270	Permanent
Wisconsin	231	6/30/2022
Wyoming	CAB-1449 (NMLS 951918)	12/31/2021

*License renewals are currently pending due to the pandemic.

6.8 Number of staff by discipline in the office that will be working on project and appointed project manager for proposed project. Respondents shall provide a description of the experience, qualifications and workload of the persons who will be assigned to the collection of the Laredo Utilities Department account.

All of GRC's employees will work in concert with the City to ensure our collection processes and technologies are customized to exceed desired outcomes. As requested, below is a breakdown of our personnel by department.

Position	Number of Employees
President	1
Vice President, BSS	1
Human Resources	2
Sales	7
Operations	3
BSS	23
Information Technology (IT)	6
Accounting	2
Team Leaders	6
Federal Credit and Compliance Specialist	1
Collectors	72
Total GRC Employees	124

There are two (2) primary contacts the City will partner with regularly. Chris Baker will be your contact for contract-negotiation and business development. Chris encompasses 21 years in collection industry experience, customer service and sales.

Chris Baker

Director, Business Development



Chris Baker is responsible for the oversight of the GRC sales team and ensure successful client partnerships. Chris has 21 years of industry experience including 18 years of commitment with GRC. Chris leverages his depth of experience, industry knowledge, and expertise to find innovative solutions that help our clients achieve their strategic objectives and revenue goals. Chris has an unwavering commitment to deliver the very best client service and customer care.

Chris has been a participant in several national, regional and state professional trade organizations, allowing him to keep abreast of industry knowledge and retain vital business partner relationships. Chris attended Merrimack College to pursue a Bachelor of Science Degree in Business Administration.



CONTACT INFORMATION

Chris Baker

General Revenue Corporation
4660 Duke Drive, Suite 200
Mason, OH 45040-8466
generalrevenue.com

Phone: (860) 306-8203
Fax: (800) 234-5035

Email:
Chris.Baker@generalrevenue.com

Cameron Bolton will be your contact for day-to-day inquiries, post-award. Cameron has dedicated his entire collection industry career to GRC and has been servicing our valued Clients for the past year. Cameron's industry knowledge gained by experience as a current Client Services Representative has afforded him the strong foundation needed to compliment her natural desire to serve others to achieve winning results.

Cameron Bolton

CLIENT SERVICES REPRESENTATIVE



Cameron began his career with General Revenue Corporation in June 2020 as a Recovery Specialist in the Federal Department. Cameron's excellent customer service skills displayed towards our clients' student-borrowers earned him a promotion to the Business Support Services Department as a Client Services Representative. In this position, Cameron will utilize his knowledge, professionalism, and dedication to consistently meet and exceed his clients' expectations.

Cameron's background consists of obtaining a Bachelor's degree in Business Administration with a focus in Finance from Coastal Carolina University in South Carolina, where he is originally from. He has now placed his roots in Cincinnati, allowing him to be a regionally diverse individual.



CONTACT INFORMATION

Cameron Bolton

General Revenue Corporation
4660 Duke Drive, Suite 200
Mason, OH 45040-8466
generalrevenue.com

Phone: (513) 605-7305
(800) 234-1472 Ext. 427305
Fax: (800) 234-5035
Email:
Cameron.Bolton@generalrevenue.com

Of GRC's 124 employees, the average tenure of our Management team is 13.3 years, our Business Support/Client Services team is 10 years, and our Collections team is 7 years. In an industry that typically experiences high turnover, GRC is proud of our employee retention, which is due primarily to a positive employee engagement culture.

Name	Title	Years of Experience
Zenon Butts	President, GRC	24 Years in Collections
Diane Rice	Vice President, Business Support Services	19 Years in Collections
Chris Baker	Director, Business Development	21 Years in Collections
Denyc Perez	Director of Sales, West and South Regions	14 Years in Collections
Jessi Frank	Junior Operations Analyst I	4 Years in Collections
Jason Tirey	Technical Supervisor, Contracts & Compliance	8 Years in Collections
Carolyn Adkins	Technical Supervisor, Credit and Risk Assessment	15 Years in Collections
Courtney Crutchfield	Operations Senior Team Leader	12 Years in Collections
Susan Bell	Manager, Payment & Invoice Reporting	4 Years in Collections
Lacey Poole	Client Liaison Supervisor	12 Years in Collections
Cameron Bolton	Client Services Representative	1+ Years in Collections
Phillip Montgomery	Education Specialist	21 Years in Collections
Mimi Wise	Human Resources Manager	18 Years in Collections

GRC's current number of personnel adequately allows our company to perform the best possible service for our clients and their account holders. Because we are committed to providing the best possible service, we routinely evaluate our personnel to meet the demands of our workload. In other words, **GR**C is committed to always hire personnel as needed and we have the financial and physical capabilities to do so.

6.9 List and briefly describe any on-going or completed similar Utilities Department projects, with dates and performance results for each project. Include names, addresses and phone numbers of representatives of these Utilities Department.

The State of Nevada Controller's Office
515 East Musser St., Suite 200
Carson City, NV 89701
Ms. Haydee Meeker
(775) 684-5655
hmeeker@controller.state.nv.us

In 2020, **GR**C was awarded a contract with the State of Nevada to perform our proven collection efforts on a plethora of debt types including, but not limited to:

- Taxes
- Tuition Fees
- Administrative Fines
- Assessments
- Permits
- Application Fees
- Inspection Fees
- Supervision Fees
- Business Licenses Fees
- Payroll Overpayments
- NSF Checks

The State of Nevada places a large volume of several debt types, allowing **GR**C to expand our workforce to include personnel that specifically collect on alternate debt types, such as those mentioned in this RFP. While **GR**C was founded on assisting higher education institutions, we are now diversifying by sharing our methodologies and winning collection results with counties, cities, and other entities across the nation.

6.10 List and References who can be contacted. The City will contact one or more of the operating sites of the respondent's clients to verify representations made by your company.

Entity	Address	Contact Person	Phone	Email	Client Since
The State of NV Controller's Office	515 East Musser St. Suite 200 Carson City, NV 89701	Ms. Haydee Meeker	(775) 684-5655	hmeeker@controller.state.nv.us	January 2021
The University of TX - Rio Grande Valley	1201 W. University Dr. SSB 1.145 Edinburg, TX 78539	Ms. Alex Melendez	(956) 665-3268	alex.melendez@utrgv.edu	October 1993

GRC proudly serves over 200 clients in the Southern United States region, many of which have Spanish-speaking account holders. **GR**C accommodates many foreign languages speaking account holders via a telephonic translation service.

6.11 Current workload of the staff that would be responsible for rendering the service(s) required. Specify the current status of office project workload.

GRC's current number of personnel adequately allows our company to perform the best possible service for our clients and their account holders. Because we are committed to providing the best possible service, we routinely evaluate our personnel to meet the demands of our workload. In other words, **GR**C is committed to always hire personnel as needed and we have the financial and physical capabilities to do so.

6.12 With respect to any work performed listing of all litigation pending, settled or adjudicated within the past 5 years against or involving the firm, agents and/or employees.

The following chart is confidential, proprietary and is the exclusive property of **GR**C. **GR**C was acquired 08/01/2019 by SinglePoint International Group Inc. which accounts for the lawsuits beginning after subject acquisition date. Any information prior to this date is property of our previous parent company and cannot be produced.

Date Action Commenced	Date Action Concluded	Case Information	Court	Status/Outcome
10/31/2018	12/16/2019	<i>McNeal v. GRC, N.D. Ga. No. 19-cv-04922</i>	U.S. District Court for the Northern District of Georgia	Voluntarily Dismissed
1/10/2020	5/1/2020	<i>Stewart v. GRC (S.D. Miss. No. 20-cv-00019)</i>	U.S. District Court for the Southern District of Mississippi	Settled and Dismissed
1/16/2020	6/25/2020	<i>Armentrout v. GRC (C.D. Cal. No. 20-cv-00126)</i>	U.S. District Court for the Central District of California	Settled and Dismissed
2/5/2020	4/26/2020	<i>Stead v. GRC (Dist. Conn. No. 20-cv-00166)</i>	U.S. District Court for the District of Connecticut	Settled and Dismissed
8/24/2020	Pending	<i>Green v. GRC (N.D. Ga. No. 20-cv-3495)</i>	U.S. District Court for the Northern District of Georgia (Atlanta Division)	Pending
8/28/2020	10/5/2020	<i>Gabor v. GRC (N.D. Ill. No. 20-cv-5085)</i>	U.S. District Court for the Northern District of Illinois	Settled and Dismissed
11/12/2020	3/4/2021	<i>Condra Smith v. United States Department of Education, et al., No. 02-D09-2011-PL000475. Federal Case No. 1:20-cv-00474 (N.D. Ind.)</i>	Allen County Superior Court, Indiana (removed to N.D. Indiana)	Dismissed
2/5/2021	4/2/2021	<i>Alvia Alexander v. General Revenue Corporation</i>	U.S. District Court for the Southern District of Mississippi	Settled and Dismissed
2/10/2021	Pending	<i>Ashley Basic v. General Revenue Corporation, No. 47-cv-2021-900006.CC</i> Federal Case No. 5:21-CV-00393-ACK (N.D. Ala. 2021)	Madison County, Circuit Court, Alabama (removed to N.D. Ala.)	Pending
3/4/2021	Pending	<i>Riley v. General Revenue Corporation, No 2021-cv-000171</i> Federal Case No. 2:21-cv-00400-WED (E.D. Wisc. 2021)	Kenosha County, Circuit Court, Wisconsin (removed to E.D. Wisc.)	Pending
4/9/2021	5/26/2021	<i>Bressler v. General Revenue Corporation, No. 21SL-AC08251</i>	Circuit Court of Saint Louis County, Missouri	Settled and Dismissed
5/3/2021	Pending	<i>Flores v. General Revenue Corporation , No. 21-cv-00386-LY</i>	U.S. District Court for the Western District of Texas	Pending
5/13/2021	Pending	<i>Goldberg v. General Revenue Corporation, No. 21-cv-02698-EK-RML</i>	U.S. District Court of the Eastern District of New York	Pending

6.13 Set forth the process and procedure whereby the firm shall suspend the collection efforts on any account upon written notice to do so by an authorized representative of the City (including telefaxes) and transfer accounts back to the city upon request at no cost to the City.

The City's designated Client Services Representative is required to respond to all client inquiries within six (6) hours of receipt. **GRC** understands and agrees to return any referred account back to the City with written notice to do so by an authorized representative of the City.

GRC has a "buddy" system to ensure we provide optimum client service regardless of an absence among team members. Each CSR's buddy has access to the CSR's email and can respond in his or her absence. The buddy is cross-trained to be knowledgeable of the City's contractual requirements and preferences. The buddy CSR has access to the most recent account holder information and can quickly respond to the City's request and provide uninterrupted service of the highest quality.

6.14 Provide formats/samples for monthly reports to the Utilities Department, including a detailed report of collection with dollar amounts and quantities, a summary of delinquent and collections by month, and an aged accounts receivable balance report.

The City can conveniently view, download, and print **GRC**'s standard reports through the Client Access Portal on our website, www.GeneralRevenue.com.

GRC will email the City when new reports are available on the website. For example, on the next business day after a new account placement has been loaded into **GRC**'s system, we will notify the City that an Acknowledgment Report (ACK) is available online. The City will have multiple user login capabilities so several users can access reports and account information. The City can "opt out" of this feature if they don't wish to receive email notifications, or one user can opt out while another will continue to receive email notifications.

Standardized reports are uploaded to **GRC**'s Client Portal regularly and are available in PDF and Excel format, accessible 24 hours a day, 7 days a week:

- As new accounts are placed, **GRC**'s collection system will automatically generate a Placement Acknowledgment Report that serves as a receipt of new Accounts.
- The Debtor Status Report, provided as both daily and monthly reports, captures all collection and payment activity on each of the City's accounts. This report serves as a list of Accounts that are being collected and their status.
- The Collection Remittance Invoice reflects payments and commissions due on each account placed by the City for a given time period.
- The Close and Return Notice details a list of Accounts that are being collected and their status.
- The Balance Report provides a breakdown of various charges and balances for each open account at the end of the month.
- The Placement Analysis Report is a historical summary of our effectiveness in collecting accounts for the City, showcasing the performance (percentage of collection) under the contract.
- The Bankruptcy report provides court data regarding account holders that have filed bankruptcy within that calendar month.
- The Demographic Report reflects changes to an account holder's name and address.

All Information in the Following Reports is Fictitious and Created Specifically for This RFP

Acknowledgment Report

As new accounts are entered into GRC's collection system, the system automatically generates an Acknowledgment Report (ACK) that is available on GRC's Client portal within 3 business days. The ACK, which reports the account holder's name, account number, and dollars placed for collection, provides a cross-reference and audit trail for the City. The City can choose to get email notifications the business day after a new placement file has been received and loaded into our collection system.

GENERAL REVENUE CORPORATION		Date: 1/1/2021					
Acknowledgement Report							
ANYTOWN MUNICIPALITY, USA - ABC005%JOHN SMITH 123 MAIN ST CINCINNATI OH, 45244	ABC005 FEES/FINES						
We are pleased to acknowledge, with thanks, the receipt of your accounts placed with GENERAL REVENUE CORPORATION for collection.							
In order to ensure the accuracy of your account placement, it is the responsibility of our Client to review our Acknowledgement Report for correct spellings, account numbers, principal, interest/late charges, percentages, and the collection status of the accounts placed. Should you detect any errors, please notify your Client Services Representative as soon as possible at 800-234-1472.							
If you assessed collection costs, it is understood that the assessment and accuracy of the collection costs are the responsibility of our Client, as permitted by applicable laws, and not that of GRC.							
ACCOUNT NO.	NAME	COMM. RATE %	PRINCIPAL	INTEREST	P/L&ICC	COLL. COSTS	AMOUNT PLACED
009430-091509	STEVEN WALTER,	25.00%	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
	1 ACCOUNTS		\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

Debtor Status Report (DSR)

The DSR captures all collection and payment activity on each account the City places with **GR**C. The Daily DSR is updated nightly; the Monthly DSR is updated from the first day to the last day of the month. Both reports provide detailed up-to-date information on account holders, including account number, account holder name, original placement date, the amount placed, current principal balance, total payments, date of last payment, and status of collection activity. The DSR also shows the status of legal accounts, which are identified with an asterisk on the report. the City can access our annual DSR for reference during your fiscal year-end audits.

 <p>General Revenue Corporation Monthly Debtor Status Report</p>										
FEES/FINES January - 2021										
Client Account #	Account #	Debtor Name	SSN	Date Placed	Amount Placed	Curr. Prin. Balance	Payments	Last Pmt/Adj.	Remarks	
55292	19278	WALLS, JEFF	xxx-xx-6233	01/29/2008	\$500.00	\$0.00	\$175.00	11/22/2009	C&R PLACEMENT CANCELLED	
77777	19293	WILSON, KEN	xxx-xx-4444	12/23/2009	\$1,000.00	\$0.00	\$200.00	03/14/2010	C&R PLACEMENT CANCELLED	
18122439	20235	WINDOE, NICCOLE		02/09/2020	\$4,439.33	\$0.00	\$0.00		C&R ERROR	
N-1	21983	WONG, LESLIE		09/13/2019	\$165.00	\$0.00	\$212.50	09/26/2019	Paid In Full	
88996	19251	YOUNG, JO	xxx-xx-4444	01/25/2008	\$450.00	\$0.00	\$125.00	03/14/2010	C&R PLACEMENT CANCELLED	
8899663	19280	ZIEBART, FRED	xxx-xx-9610	01/25/2008	\$100.00	\$0.00	\$50.00	11/22/2009	C&R PLACEMENT CANCELLED	
		Open Account Totals		47	\$122,248.63	\$118,313.96	\$6,106.67			
		Closed Account Totals		43	\$92,220.65	\$0.00	\$48,175.31			
		Account Grand Totals		90	\$214,469.28	\$118,313.96	\$54,284.98			
<small>Paid In full and Closed Accounts beyond six (6) Months do not appear on this Report.</small>										



**GRC's Client Portal is constantly ranked as "Superior"
when compared to competing agencies during
annual client Surveys.**



Invoice Statement

The Invoice reports the payment activity processed for the reporting period, fees due to **GRC**, and the monetary proceeds remitted to the City with the Invoice. the City can receive funds electronically by the third business day of each month by using the Automated Clearing House (ACH) remittance.

INVOICE		GENERAL REVENUE CORPORATION		PAGE NO: 1			
General Revenue Corporation 4660 Duke Drive Suite 200 Mason OH 45040 800-234-1472		ANYTOWN MUNICIPALITY, USA JOHN SMITH 123 MAIN ST CINCINNATI OH 45244		ACTIVITY FROM: 01/01/21 ACTIVITY THRU: 01/31/21 CLIENT NO: PO# ABC004 CHECK NO: INVOICE NO: 453			
				TOTAL COLLECTIONS 21306.25			
DATE	DEBTOR'S TRANSACTION	CURRENT BALANCE	NC	AMOUNT PAID TO AGENCY	AMOUNT PAID TO YOU	TOTAL DUE AGENCY	AMOUNT DUE YOU
122420	CARRIE SOUTH 009410-081610	31		200.00		40.00	160.00
122420	FARDOE, MONIQUE M 18045487N	31		400.00		60.00	320.00
122120	HARDOE, JAMES 18410842N	31		10000.00		2000.00	8000.00
122620	HUDSON, SHERRY 009412-091509-2N-1 COLLECTED ACC INTEREST 337.50	31		2500.00		500.00	2000.00
122620	JUNG, KIM 009412-090910N-1 COLLECTED ACC INTEREST 18.75	34		346.25		69.25	277.00
122420	KOOGER, LAUREN 009412-081909-1N-1 COLLECTED ACC INTEREST 187.50	31		350.00		70.00	280.00
122620	LEE, CARL 009410-081909-3N-1 COLLECTED ACC INTEREST 337.50	31		1200.00		240.00	960.00
122620	LEE, TOMMY N-1 COLLECTED ACC INTEREST 37.50	31		375.00		75.00	300.00
122620	MICHAELS, SUSAN 009412-091509-1N-1 COLLECTED ACC INTEREST 33.75	31		350.00		70.00	280.00
122620	MILLER, MARY 009412-121509N-1 COLLECTED ACC INTEREST 26.25	34		485.00		97.00	388.00
122620	PERDOE, DANIEL J 13690570N	31		5000.00		1000.00	4000.00
122620	SOUTH, CARRIE 009410-081610N	31		100.00		20.00	80.00
CODES		OUR CHECK ENCLOSED FOR		SUB-TOTAL AMOUNT DUE YOU (-) → 17045.00 SUB-TOTAL AMOUNT DUE YOU (-) → 0.00			
		17045.00		TOTAL PAID TO AGENCY	TOTAL PAID TO YOU	TOTAL DUE AGENCY	TOTAL DUE YOU
		PLEASE REMIT TO AGENCY		21306.25	0.00	4161.25	17045.00

Closed Accounts Report

This report provides the City with the documentation for account holders' files. The report details all account holders' names, account numbers, date of placement, and the reason the accounts were closed in each reporting period. Having the reason accounts were closed facilitates the City's managing of your returned accounts. Note: Closed account information is also reflected in the Account holder Status Report.

 <p>General Revenue Corporation Group Closed Accounts Report</p> <p>INSTITUTIONAL LOAN</p>											
Client Account #	Account #	Debtor Name	Date Placed	Amount Placed	Curr. PRIN Balance	Canceled PRIN Balance	Payments	Last Pmt/Adj	Remarks		
009408-072209-2	19330	Amy Stines.	04/22/2010	\$2,000.00	\$0.00	\$1,900.00	\$100.00	12/23/2010	PLACEMENT CANCELLED		
009430-072209	19322	BILL WOOD.	02/22/2010	\$1,000.00	\$0.00	\$950.00	\$50.00	03/15/2010	PLACEMENT CANCELLED		
009408-1111N-1	21966	BROWN, JENNIFER	01/13/2020	\$321.25	\$0.00	\$0.00	\$346.25	01/24/2020	Paid In Full		
83723908	19467	COOK, PAUL	03/08/2020	\$1,900.00	\$0.00	\$1,900.00	\$0.00		PAID IN FULL		
009408-081610	19418	ERIC GEAR.	03/22/2020	\$1,000.00	\$0.00	\$1,000.00	\$0.00		RETURN		
18531912	20199	POWDOE, ADAM D	07/21/2012	\$112.32	\$0.00	\$0.00	\$153.48	01/12/2013	PAID IN FULL		
	19309	FRANCIS LONG.	11/17/2019	\$250.00	\$0.00	\$250.00	\$0.00		RETURN		
009430-081909-1N-1	21981	HENRY, JOHN	10/13/2019	\$650.00	\$0.00	\$0.00	\$700.00	10/26/2019	Paid In Full		

Balance Report

This **report** provides a delineation of the various charges and balances for each open account at the end of the month. The report includes the City's account number, account holder's name, original balance, principal balance, interest balance, collection cost balance, total balance, and last payment date and amount.

 <p>General Revenue Corporation Balance Report</p> <p>ANYTOWN MUNICIPALITY, USA - ABC006</p>											
<p>Fees/Fines</p> <p>January - 2021</p>											
Client Account #	Debtor Name	Original Balance	Principal Balance	Interest Balance	Penalty Balance	Collection Cost Balance	ICC Balance	Other Balance	Total Balance	Last Payment Date	Last Payment Amount
009432-090910	ALEXANDER WILLIS.	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00		\$0.00
009432-00002N-1	BAUMAN, CHRIS	\$1,250.00	\$1,000.00	\$249.00	\$0.00	\$250.00	\$0.00	\$0.00	\$1,499.00		\$0.00
17681580N	BENDOE, SEAN	\$37,439.77	\$63,004.54	\$0.00	\$0.00	\$4,709.94	\$0.00	\$0.00	\$67,714.48	12/26/2019	\$5,000.00
17681580N-1	BENDOE, SEAN	\$46,799.71	\$29,564.77	\$0.00	\$0.00	\$5,709.94	\$0.00	\$0.00	\$35,274.71	12/26/2019	\$18,250.00

Bankruptcy Report

the City will receive a daily condensed Bankruptcy Report via email every time there is an update to the bankruptcy status on the City's accounts. the City can review and download a monthly, cumulative bankruptcy report that provides more bankruptcy details such as case number, location of the filing, etc. from the website.

 <p>General Revenue Corporation Bankruptcy Status Report</p>									
<p>Page: 1 of 1 Date: 01/01/21</p>									
<p>ANYTOWN MUNICIPALITY, USA - %JOHN SMITH 123 MAIN ST CINCINNATI, OH 45244</p>									
<p>ABC003 FEES/FINES</p>									
<p>Within 30 days of GRC notifying you of a DISCHARGED bankruptcy status on an account, we may close and return the account unless you inform us the account was excluded from the discharge. Please contact your Client Services Representative with this important information.</p>									
Client Account #	Debtor Name	Bankruptcy Type	Date Placed	Date Filed	City Filed	State Filed	Case Number	Status Desc	Status Date
009404-0002N	WILSON, SAM	CHAPTER 13	04/19/2020	07/06/2017	DENVER	CO	1725468		07/06/2017
009408-072209-2N-1	STINES, AMY	CHAPTER 13	05/03/2020	12/21/2018	SELMA	TX	1805751		12/21/2018
009408-081610N	GEAR, ERIC	CHAPTER 13	04/19/2020	03/06/2017	FRANKFORT	KY	1754264		03/06/2017
12606089N-1	LIDDOE, SHERRIE	CHAPTER 13	05/03/2020	09/04/2018	SPRINGFIELD	IL	1864599		09/04/2018
18531912N-1	FOWDOE, ADAM D	CHAPTER 13	05/03/2020	10/04/2018	MORGANTOWN	WV	1866852		10/04/2018
TOTAL:	5								

Demographic Report

The Demographic Report reflects changes or updates to an account holder's name, address, and telephone. Only the data that GRC has verified with the account holder or a third-party is reflected in this report.

 <p>Demographic Report</p>			
<p>Page: 1 of 1 Date: 1/31/2021</p>			
<p>TO: ANYTOWN MUNICIPALITY, USA %JOHN SMITH 123 MAIN ST CINCINNATI, OH 45244</p>			
FROM:	GENERAL REVENUE CORPORATION 4660 DUKE DRIVE SUITE 200 MASON, OH 45040-8466 800.234.1472 www.generalrevenue.com		
CLIENT NUMBER:	ABC003		
DEBT TYPE:	FEES/FINES		
<p>ADDRESS CHANGES</p>			
ACCOUNT NO.	DEBTOR NAME	ADDRESS	CITY, STATE ZIP
009408-1111	JENNIFER BROWN.	455 FLOWER DR APT 16	CLEVELAND, OH 41535
009408-112310	JOE HENDERSON.	334 Michigan Ave Suite 302	Chicago, IL 60601
12345	JONES, TODD	123 GOODY DR	CINCINNATI, OH 42121
556699	SMITH, JOE	990 NEVER WRONG #APT 12	CINCINNATI, OH 45241
			7405568877

6.15 Describe in detail what information is required from the City of Laredo in support of the collection service.

GRC is a full-service collection agency that performs all facets of the collection process without the need of subcontractors. The only service **GR**C will request from the City is a point of contact to provide placement files with as much contact information as possible. Many of our clients are self-sufficient and receive all required information via our secure and intuitive Client Portal.

6.16 Any other items, which the respondent deems necessary.

For the City, **GR**C's contingency fees are all-inclusive and remain the same for the life of the contract. The commission rate is charged on amounts collected only. There are no additional charges for any of the services described in this RFP response including:

All Inclusive Items:

- Commitment to the City
- Compliant, nationwide collection services
- Placement "scrubs" (e.g., bankruptcy, cell phone, probate/deceased)
- Skip tracing
- Standard, online reports
- Custom/ad-hoc reports
- Automated reporting notification system
- Account records within state-of-the-art technology platform
- Customizable invoices/statements
- SFTP encrypted data transmission available at the City's request
- Credit reporting on non-federal debt to three major credit reporting agencies
- Electronic placement file submission
- Toll-free numbers
- Dedicated Client Services Representative (CSR)
- Buddy system for servicing continuity
- Easy access to and use of secure Client Portal
- Web training for client
- Compliance Management Team
- Regulatory and industry updates through client newsletter and email and customized in-person sessions
- Data Security Program
- Business Continuity/Disaster Recovery Program
- Specialized Collection teams for AR
- Loading of new business accounts within 24 hours upon receipt of an electronic file

Included Benefits for the City's Debtors:

- No convenience charges to debtors for any payment type
- No NSF fees
- Toll-free numbers
- Online debtor payment portal
- Specialized handling for disputes and identity theft claims

6.17 Proposed project schedule.

Once a contract has been returned and fully executed, and **GR**C has received all necessary information from the City regarding implementation, **GR**C's goal is to complete the onboarding process and **accept your accounts within 3-5 business days.**

Contract Implementation Plan**Review of contract**

- Responsible party:** GRC Client Setup Team
- Timeframe:** Within 24 hours

Execute contract

- Responsible party:** The City and GRC's President
- Timeframe:** Upon contract award

Client on-boarding

- Responsible party:** GRC Client Services Representative (CSR)
- Timeframe:** Within 1–3 days of contract execution

Manage inventory preferences, service, and answer the City's questions

- Responsible party:** GRC CSR
- Time Frame:** Ongoing

Send accounts

- Responsible party:** The City
- Timeframe:** Ongoing

Enter accounts

- Responsible party:** GRC Placement Team
- Timeframe:** Ready for collection activity within 2 business days after first electronic transmission of files to GRC; subsequent account transmissions are ready for collection within 1 business day – often the same day as receipt of files

Collector accounts

- Responsible party:** GRC Collection Operations
- Timeframe:** Immediately after entry into our collector system

Litigate accounts

- Responsible party:** GRC Legal Forwarding and Network Attorney
- Timeframe:** After written approval from the City

Close accounts

- Responsible party:** GRC CSR
- Timeframe:** In accordance with contract specifications

The process of submitting, approving, retaining, and updating Client contracts is critical to GRC's operations. All personnel involved in contract implementation and execution understand contract requirements thoroughly. Our contract implementation process follows proven project management techniques, incorporating an initiation and planning phase, control and execution phase, and a post-implementation review of items. The planning phase includes careful documentation, oversight analysis, risk analysis, and review processes to ensure timely and thorough execution of each milestone or task. Project designs and plans will be customized to meet the City's needs.

6.18 Capacity to perform the service required in a timely and consistent manner.

GRG is an A+ rated BBB (Better Business Bureau) Accredited Business. **GRG** was founded in 1981 for the sole purpose of bringing higher education institutions a new unsurpassed level of service and has been providing excellent collection services for four decades. Today, we have developed a client base that exceeds 700 colleges, universities, and government entities nationwide.

With every client, we establish a standard of success that is demonstrated through our balanced approach to the resolution of defaulted accounts, dedication to compliance and quality assurance and superior customer service. **GRG** considers superior customer service crucial to successful collections. Therefore, our goal is to create a partnership with the City to collect accounts while preserving the relationship between you and your account holders. We realize all entities operate differently. We will listen to you and model our operations around your needs and preferences. We will operate as a valuable resource to you, essentially becoming an extension of you.

Our commitment to the success of your collections program starts here and is exemplified by the top caliber team we have assembled to serve the City. **GRG**'s personnel are among the industry's best and are hands-on professionals who are ready and eager to embrace the unique requirements of this engagement. The vast collections experience of our management team and extensive training and development of our personnel have become the catalyst for the high standards we have achieved as an industry leading agency. Add to that a comprehensive training unit, and it's no wonder our staff regularly wins the trust of our clients and their account holders. **GRG** welcomes the opportunity to demonstrate our capabilities to you if awarded the privilege to service the City.

6.19 Proposed fee structure

GRG offers the following pricing structure to the City:

Debt Type	Placement Level	Rate
All	All	13%

GRG's rate is fee-on-fee. **GRG** receives commission on every dollar collected. The City has the option to pass a portion or all the collection cost to the account holder.

Shown below is an illustrative example of how it is calculated.

Collection Costs/Commission Example for a 13% Commission Rate on Every Dollar Collected.

\$1,000.00	Principal, Interest, & Late Charges placed with GRG for Collection.
x 14.94%	Collection Cost 14.94%.
\$1,149.40	Collection Cost (14.94%) collected from account holder.
\$1,149.40	Total amount collected from account holder.
-\$149.40	GRG 's 13% Commission. Deducted from the total amount collected.
\$1,000.00	Total amount remitted to the City.

Sample Contract

**GENERAL REVENUE CORPORATION
CONTRACT FOR COLLECTION SERVICES****I. EFFECTIVE DATE, TERM OF AGREEMENT, TERMINATION OF AGREEMENT**

The "Agreement" shall be comprised of this contract for collection services. This Agreement will be effective on _____ and/or as of the date of signing of both parties. This Agreement shall continue in effect until such time as the contract is terminated by either party. This contract may be terminated by either party with thirty (30) days written notice to the other party. General Revenue Corporation (GRC) may retain any account in repayment or litigation at the time of termination until such time as the account is paid-in-full or closed and returned as uncollectible.

II. CONTRACTING PARTIES

General Revenue Corporation (GRC) is an Ohio Corporation with its principal place of business located at 4660 Duke Drive, Suite 200, Mason, OH 45040-8466 and [ADD CLIENT NAME] (CLIENT) is a [ADD TYPE OF COMPANY] located at [ADD CLIENT STREET ADDRESS, CITY AND STATE]. Each party warrants to the other party that the person executing this contract is authorized to enter into a legally binding contract of their respective organization.

III. SERVICES TO BE PERFORMED

Such services shall be conducted in accordance with all applicable federal, state and local laws, including, but not limited to, the Fair Debt Collection Practices Act ("FDCPA"), and the Fair Credit Reporting Act ("FCRA"). GRC and/or authorized vendors shall be permitted to pursue any and all lawful actions to collect unpaid accounts on the CLIENT'S behalf, including, but not limited to telephone calls, collection letters, and skip trace efforts.

GRC shall provide collection services for the CLIENT on the following referral/debt types (please check all applicable types):

- 1st Referral
- 2nd or 3rd Referral
- Legal Referral

IV. CLIENT'S RIGHTS AND RESPONSIBILITIES

- a. Close and Return: The CLIENT shall retain the ultimate responsibility and authority for decisions regarding cancellation or deferment of accounts that have been placed for collection.

- b. Onsite Audit: The CLIENT may visit GRC during regular business hours for the purpose of conducting an audit of its accounts. The CLIENT shall give GRC at least forty-eight (48) hours notice prior to any such audit.
- c. Account Placement: CLIENT shall place accounts for collection using a computer-generated list and/or electronic transfer via a secure connection to protect non-public data of accounts. CLIENT shall provide the account holder's name, current address (if known), account number, principal, interest due, penalty and late charges where applicable. Additional information such as the most recent telephone number, first date of delinquency, date of birth and social security numbers should be included. The CLIENT will assign for collection only those accounts that can legally be pursued in accordance with federal, state and local laws and validated by the CLIENT.
- d. Confidentiality: The CLIENT agrees to keep the contents of this Proposal/Contract confidential and not to disclose such information to any third parties, except as agreed to in writing by GRC or except as may be required to meet any requirements under state or federal law or judicial process. In the event that a request is made to CLIENT to disclose such confidential information pursuant to any state or federal requirement or judicial process, CLIENT shall immediately notify GRC of any such request in order to provide GRC the opportunity to intervene and to seek appropriate relief, including a protective order. Notwithstanding the above, CLIENT shall be permitted to disclose the contents of this Agreement with its attorneys, accountants, and other professional advisors to the extent necessary for those individuals to perform their required duties on behalf of CLIENT, and provided that said individuals agree to abide by the same confidentiality terms as CLIENT.
- e. Settlement in full verification: The CLIENT may authorize GRC to satisfy an account balance for less than the full amount due to the CLIENT on behalf of the CLIENT. The CLIENT may provide GRC with pre-approved guidelines to satisfy an account balance for less than the full amount due to the CLIENT. The CLIENT authorizes GRC to effectively satisfy the account balance following the pre-approved guidelines when payment is made, or the method of payment clears the account holder's financial institution.

The CLIENT authorizes GRC to present an account holder's offer to satisfy their account balance for less than the full amount due to the CLIENT. The CLIENT agrees to respond to GRC within three business days with an acceptance, denial, or new offer and authorizes GRC to present the CLIENT'S response to the account holder. If the CLIENT fails to respond to the account holder's offer as presented by GRC within three business days, GRC is authorized to deny the offer on behalf of the CLIENT. When the CLIENT accepts an account holder's offer and the account holder initiates payment, GRC is authorized by the CLIENT to satisfy the account holder's balance at the time that the agreed upon payment is made or method of payment clears the account holder's financial institution.

- f. **Account Holder disputes:** CLIENT agrees to respond within thirty (30) calendar days to all account holder disputes or requests for validation of debt from an account holder that are forwarded to CLIENT by GRC, in accordance with various state and federal requirements. GRC may close and return any disputed account if the validation of debt has not been received from the CLIENT and/or the account holder continues to dispute the account.
- g. **Direct payments:** The CLIENT agrees to notify GRC within thirty (30) days of any such direct payments to the CLIENT by telephone, fax, email, or GRC's Web Direct Payment Form.
- h. **W-9 form:** The CLIENT agrees to submit the most recent Internal Revenue Service W-9 Tax form to GRC during the client onboard process. Additionally, the CLIENT agrees to provide updates if there is a change to the information included on the W-9.
- i. **Tax Offset Payments:** Should the CLIENT receive any tax offset payments from the IRS, or any state taxing authority on accounts placed with GRC pursuant to this Agreement, CLIENT shall notify GRC of the amount of the offset, and the account to which the payment should be posted. GRC will update its records to show these payments, but shall not be entitled to a commission on any tax-offset payments.
- j. **Tax Relief Act:** The CLIENT agrees that the most accurate reporting of eligible interest paid on student aid accounts can be done by the CLIENT as it has the final and most complete data. CLIENT agrees that it will prepare and provide the required reports of interest to the IRS and account holder.

V. RIGHT AND RESPONSIBILITIES OF GRC:

- a. **Compliance:** GRC agrees to comply with all federal, state, and local privacy laws and will not disseminate any information received from the CLIENT to outside entities without its prior written consent. With respect to information which is “non-public personal information” (as defined in the Federal Trade Commission’s Privacy of Consumer Financial Information; Final Rule (16 CFR 313) implementing Title V of the Gramm-Leach-Bliley Act, Public Law 106-102) disclosed or provided by or on behalf of CLIENT to GRC in connection with this contract, GRC has implemented and will maintain during the term of this contract an information security program designed to meet the objectives of the Federal Trade Commission’s Standards for Safeguarding Customer Information; Final Rule (16 CFR Part 314).
- b. **Close and Return:** GRC reserves the right to immediately close and return any of the following: (1) accounts that have exceeded the applicable statute of limitations based on state law; and (2) any accounts deemed excessively litigious.
- c. **Bankruptcy Accounts:** GRC will notify the CLIENT of any identified bankruptcy accounts. GRC may contact account holders or the account holder’s attorney on accounts with bankruptcy filings which have been dismissed or closed to arrange for

repayment if applicable. GRC will request that the CLIENT review a discharged account to determine whether GRC may resume collections on the account.

d. Skip tracing: GRC may obtain and use information that is lawfully gathered from national credit reporting agencies and third-party vendors to locate an account holder. GRC agrees to adhere to all applicable federal and state laws and regulations in its skip tracing efforts.

VI. ACCOUNT UPDATE:

GRG agrees to update daily, the appropriate principal, interest, other appropriate charges, and collection costs on the CLIENT'S accounts in accordance with federal, state and local laws. This updating process will be performed from date of placement until such time as the account is brought current, paid-in-full or closed and returned.

VII. INVOICE:

Unless otherwise agreed upon by the parties, GRC shall provide a [Monthly] Collection Remittance Statement to the CLIENT for each debt type by the 15th business day of the following month. This statement will include the account holder's name, account number, amount collected, commission due, and whether or not the account has been paid in full. Payments applied to an account can be itemized by principal, (or interest, etc.) or compressed into a single transaction.

VIII. REMITTANCE:

[Option 1 Gross Remittance:]

Payments received by GRC shall be deposited in GRC's Escrow/Trust account and disbursed to the CLIENT on a [monthly] basis with a statement and remittance for the entire amount collected.

[Option 2 Net Remittance:]

Payments received by GRC shall be deposited in GRC's Escrow/Trust account and disbursed to the CLIENT on a [monthly] basis with a statement and remittance for the entire amount collected, less GRC's fee (Net). *

*Net Remittance will withhold funds from the current month's collection proceeds to pay GRC's fees earned in the current month and any outstanding GRC fees earned in previous months.

[Option 3 Mixed Remittance:]

Payments received by GRC shall be deposited in GRC's Escrow/Trust account and disbursed to the CLIENT on a [monthly] basis with a statement and remittance for the entire amount collected, less GRC's fee (Mixed Net). *

*Mixed Net Remittance will withhold funds from the current month's collection proceeds to pay GRC's fees earned in the current month.

IX. BILLING SERVICE:

CLIENT authorizes GRC to contact its billing service, if any, for the purpose of obtaining accurate up-to-date balance information on all accounts placed with GRC for collection. Such balance information may include verification of transactions such as adjustments, payments, deferments, etc.

X. LEGAL ACCOUNTS:

If agreed upon by the parties, GRC may provide recommendations for legal action. In such situations, GRC will provide to the CLIENT a written recommendation to forward the account to a litigation vendor who will handle the litigation along with all asset and collection data available at that time. Upon approval of the GRC Legal Authorization Worksheet (LAW) by CLIENT, GRC will forward the approved LAW to the attorney. [CLIENT/GRC] shall advance the predetermined filing fee and court costs where applicable. These advanced costs will be returned from the initial collection, without commission.

CLIENT agrees that GRC has authority to pursue all legal actions to collect upon the CLIENT'S accounts. This collection activity includes the presumed authority to notify the account holder that GRC has the authority to file suit on behalf of the CLIENT upon notice that such action is advisable.

Any attorney selected in this circumstance shall maintain an attorney-client relationship with GRC throughout the litigation process. GRC agrees to provide the CLIENT with copies of judgments, correspondence and periodic updates on account status.

GRC will attempt on all loan debts, to include the maximum amount of collection costs allowable in all judgments obtained. The CLIENT agrees not to hold GRC responsible for the amount of actual collection costs awarded by local, state or federal court judges when attempting to litigate to recover these costs on behalf of the CLIENT.

XI. REPORTS:

- a. Acknowledgement Report: GRC shall provide the CLIENT a report acknowledging each account that GRC receives from CLIENT for collection. This acknowledgment will be available to the CLIENT within seven (7) business days of receipt of the placement and will where applicable, reflect the principal, interest, late charges, collection costs and total amount placed for collection. It is the CLIENT'S

responsibility to review the acknowledgment to ensure the accuracy of the accounts placed.

- b. **Debtor Status Report:** GRC shall provide to the CLIENT a Debtor Status Report on all accounts placed. This report captures all collection and payment activity on each account placed with us and will identify whether an account is in an active or closed status.
- c. **Close Accounts Report:** GRC shall provide to the CLIENT a Close Account Report. This report details on an account by account basis the reason the account was closed.

All reports are available on GRC's website for viewing and/or downloading purposes.

XII. CLOSE & RETURN

GRG will provide a Close & Return Report to the CLIENT on accounts deemed uncollectible after a period of:

• 1 st Referral	# months
• 2 nd or 3 rd Referral	# months
• Legal Referral	# months

This period may be extended on an individual account basis upon joint agreement between the CLIENT and GRC. Any payments received after the date of closing shall be remitted to the CLIENT in full and no commission shall be due for such collections. Excluded from the retention period may be accounts in the litigation process, or where Litigation Authorization Worksheets have not been returned by the CLIENT, or accounts that are included in pending bankruptcy actions.

XIII. POWER OF ATTORNEY:

CLIENT hereby grants to GRC a limited power of attorney for the purpose of GRC's collection of unpaid accounts. GRC is hereby authorized to accept, endorse, sign and deposit all checks, money orders, bills of exchange and other forms of remittance made by account holders for as long as the account is under the control of GRC.

XIV. INSURANCE:

GRG agrees to maintain for the duration of this agreement, a fidelity bond of no less than \$1,000,000 that is included within the standard certificate of insurance as protection to cover the CLIENT'S assets under GRC's control.

XV. FEES AND COLLECTION COSTS:

In consideration for the services to be provided to the CLIENT by GRC, GRC shall be paid the following fees for placements made after the effective date of the contract:

Commission fees will be paid on each dollar collected:

- 1st Referral Rate %
- 2nd or 3rd Referral Rate %
- Legal Referral Rate %

The CLIENT will pay commission fees owed to GRC no later than 45 (forty –five) days after receipt of an invoice.

If the outstanding accounts receivable balance payable to GRC for commission fees has become 90 (ninety) days or greater past due, the CLIENT agrees that GRC shall offset payments otherwise payable to the CLIENT by the entire amount collected to include all outstanding commission fees owed to GRC until the total past due accounts receivable balance has been paid in full (the “Right of Offset”).

The CLIENT further agrees that the Right of Offset shall survive and continue after the termination or expiration of this contract to ensure GRC receives payment for all commission fees owed, including but not limited to any situation where it has been mutually agreed by both the CLIENT and GRC that GRC shall retain collection services on paying accounts.

The CLIENT will assess and add applicable collection costs based on the current or most recent address of the borrower and add these costs to accounts on an individual basis, as permitted by controlling law. These costs shall be added or assessed after legal review by the CLIENT of the appropriateness of these charges as they relate to contractual and statutory law. The CLIENT will determine collection costs by reviewing: (1) the provisions of the Promissory Note or other written agreement with the consumer; and (2) any regulations applicable to the type of debt being collected as stated in the Federal regulations and/or controlling state law. The CLIENT further authorizes GRC to update the collection costs associated with the accrual of additional principal, interest or penalty/late charges.

XVI. CREDIT REPORTING:

- a. Provided that the CLIENT will provide the following data points for each account submitted to GRC for credit reporting purposes:
 - i. Full Name
 - ii. Full address (street, city, state, zip)
 - iii. Date of first delinquency pursuant to 15 U.S.C. 1681
 - iv. Social Security Number

v. Date of Birth

b. If requested, GRC will report credit data to national credit reporting agencies, in accordance with federal and state laws. GRC will update the status of all such accounts to the appropriate credit reporting agencies, pursuant to the credit bureau reporting guidelines and in accordance with the Fair Credit Reporting Act (FCRA).

c. Credit Reporting will be based on the parameters outlined below:

vi. Minimum Days before Reporting	[XX] Days
vii. Minimum Balance to Report	\$[XX.XX]

XVII. LETTER WRITING:

[Option 1]

FREE OF CHARGE

The CLIENT may place accounts for the purpose of pre-collect servicing. One (1) letter and zero (0) outbound calls will be generated to the account holder free of charge with the understanding that the accounts placed will automatically roll over to the contingency unit if GRC does not receive a notification to Stop Action from the CLIENT within thirty (30) days of placement.

[Option 2]

STANDARD

The CLIENT may place accounts for the purpose of pre-collect servicing. One (1) letter and two (2) outbound calls will be generated to the account holder. In consideration for the services to be provided, the CLIENT agrees to pay GRC a fee of \$3.00 per account, on a minimum of 50 accounts per placement batch, with the understanding that the accounts placed will automatically roll over to the contingency unit if GRC does not receive a notification to Stop Action from the CLIENT within thirty (30) days of placement.

[Option 3]

PREMIUM

The CLIENT may place accounts for the purpose of pre-collect servicing. Two (2) letters and four (4) outbound calls will be generated to the account holder. In consideration for the services to be provided, the CLIENT agrees to pay GRC a fee of \$6.00 per account, on a minimum of 50 accounts per placement batch, with the understanding that the accounts placed will automatically roll over to the contingency unit if GRC does not receive a notification to Stop Action from the CLIENT within thirty (30) days of placement.

[Option 4]

ELITE

The CLIENT may place accounts for the purpose of pre-collect servicing. Three (3) letters and twelve (12) outbound calls will be generated to the account holder. In consideration for the services to be provided, the CLIENT agrees to pay GRC a fee of \$9.00 per account, on a minimum of 50 accounts per placement batch, with the understanding that the accounts

placed will automatically roll over to the contingency unit if GRC does not receive a notification to Stop Action from the CLIENT within sixty (60) days of placement.

XVIII. INDEMNIFICATION:

- a. GRC agrees to indemnify, defend and save CLIENT harmless from and against any and all claims, demands, damages, liabilities and costs incurred by CLIENT, including reasonable attorney's fees arising out of the willful or gross negligence of GRC or its employees during the performance of its duties required pursuant to this contract.
- b. CLIENT agrees to indemnify, defend and save GRC (including its officers, agents and employees) harmless from and against any and all claims, demands, damages, liabilities and costs incurred by GRC, including reasonable attorney's fees arising out of the willful or gross negligence of CLIENT or its employees during the performance of its duties required pursuant to this contract.

XIX. FORCE MAJEURE:

Neither party shall be liable for any failure or delay in performance under this contract, other than for delay in the payment of money due and payable hereunder, to the extent said failures or delays are proximately caused by causes beyond the party's reasonable control and occurring without its fault or negligence, including but not limited to, failure to perform any term or condition of the contract as a result of acts of civil or military authorities, national emergencies, acts of God, insurrection, and war, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon, and provided the party experiencing difficulty provide, formulates and implements an interim plan of service or plan to resume its performance of the contract, and provided that the party experiencing the difficulty provides dates by which performance obligations are scheduled to be resumed and met.

XX. WAIVER:

The waiver by either party of any breach of any provision of this contract shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXI. GOVERNING LAW:

This contract shall be governed in all respects by the laws of the [State of Ohio] without regard for the conflict or choice-of-law principles thereof. Both parties hereby submit to personal jurisdiction in Ohio and further agree that any cause of action arising under or relating to this contract shall be brought exclusively in the [United States District Court for the Southern District of Ohio, Western Division in Cincinnati, Ohio or in the Court of Common Pleas of Hamilton County, Ohio].

XXII. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY:

- a. This agreement supersedes all previous agreements, communications and understandings, oral or written, between the parties with respect to the subject hereof, except to the extent incorporated herein. Any modifications, waivers or amendments to this Agreement shall be in writing and signed by both parties.
- b. Section headings are for convenience only and shall not be used to affect the meaning or construction of any provision herein. If any provisions of this Agreement shall be found invalid under any applicable statute or rule of law, such provision shall be deemed omitted; however, the invalidation of such provision shall not impair or affect the remaining provisions of this Agreement.

XXIII. NOTICES:

Any notice that is required to be given pursuant to this contract shall be in writing and shall be delivered in person or by registered mail, or certified mail, return receipt requested, postage prepaid or by facsimile transmission or electronic mail to the individual and address listed below:

- a. If to General Revenue Corporation (GRC):
 - i. Title: Director of Sales
 - ii. Address: 4660 Duke Drive, Suite 200
 - iii. Telephone No.: Mason, OH 45040-8466
 - iv. Facsimile No.: 800.234.1472
 - v. E-Mail Address: 800-234-5035
 - vi. E-Mail Address: GRCclientssetup@generalrevenue.com
- b. If to the CLIENT:
 - i. Name: _____
 - ii. Title: _____
 - iii. Address: _____
 - iv. Telephone No.: _____
 - v. Facsimile No.: _____
 - vi. E-Mail Address: _____

XXIV. NOTICES OF CLAIMS:

GRC and CLIENT agree to notify the other within seven (7) days of receipt of any claim, suit or action that affects or may affect the other party.

XXV. NO GUARANTEE OF COLLECTIONS:

CLIENT understands and acknowledges that GRC does not promise or guarantee collection recovery performance or the collection of any account placed hereunder.
IN WITNESS WHEREOF, the parties have executed this Agreement.

[CLIENT]
[address]

GENERAL REVENUE CORPORATION
4660 Duke Drive, Suite 200
Mason, Ohio 45040-8466

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____