



CITY OF LEON VALLEY

REQUEST FOR QUALIFICATIONS

**COLLECTION SERVICES OF MUNICIPAL COURT
FINES AND FEES**

AND

**COLLECTION SERVICES OF DELINQUENT
AD VALOREM TAXES**

August 1, 2017 – July 31, 2022

COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES
and
COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES

INTRODUCTION AND GENERAL INFORMATION

The City of Leon Valley (City) is soliciting two **REQUESTS FOR QUALIFICATIONS (RFQ)**, one for **COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES** and one for **COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES**. Contractors may respond to one or both requests. Specifications are free and only available electronically. Please visit the City of Leon Valley website at www.leonvalleytexas.gov/government/finance/purchasing.php or Public Purchase at www.publicpurchase.com.

Sealed responses are due no later than **2:00 p.m., Tuesday, April 11, 2017**. Responses must be delivered to Rhonda Hewitt, Purchasing Agent at the City of Leon Valley, 6400 El Verde Road, Leon Valley, TX 78238. Responses must be clearly marked on the outside of the envelope or container with one or both titles "**RFQ - COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES**" and/or "**RFQ - COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES**". Responses received after the due date and time will be rejected and returned unopened. The City reserves the right to reject any or all responses and to waive any or all formalities or technicalities.

RFQ submissions CANNOT be altered or amended after opening deadline. No submission may be withdrawn after opening time without acceptable reason in writing and must have approval of the City of Leon Valley.

Questions regarding these requests must be submitted via email to Rhonda Hewitt at r.hewitt@leonvalleytexas.gov with "RFQ COLLECTION SERVICES" in the subject line. Once an email is received by the Purchasing Agent, a received response will be emailed back to the sender. It is the sender's responsibility to verify receipt of email. Interpretations or clarifications considered necessary by the City in response to such questions will either be issued as an Addendum or offered as additional information in the form of Questions and Answers and posted on the City of Leon Valley website at www.leonvalleytexas.gov/government/finance/purchasing.php. For question's unrelated to meaning or intent, you may call Rhonda Hewitt at (210) 684-1391, ext. 222. No interpretation shall be considered binding unless provided in writing by the City of Leon Valley.

Respondents are advised that the City of Leon Valley is soliciting RFQ's in compliance with Government Code 2254 "Procurement of Professional Services Act" and award shall be made to the respondent that in the opinion of the City of Leon Valley is the best qualified.

**COLLECTION SERVICES OF
MUNICIPAL COURT FINES AND FEES**

COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES

PURPOSE

The City of Leon Valley, Texas is seeking a qualified firm to collect delinquent Municipal Court Fines and Fees pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. Respondents shall have adequate personnel and data processing capabilities to properly process and collect the City's delinquent Municipal Court Fines and Fees. Such undertakings shall be handled promptly and efficiently through ethical and lawful means. The successful respondent shall be well versed not only with Article 103.0031 mentioned above but should also be familiar with the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act and all other laws applicable to this type of activity. The successful respondent shall be cognizant of the contractual restriction inherent in these collections, and shall hold the City of Leon Valley harmless for any collection errors due to the service's activity.

SCOPE OF SERVICES

Firms shall be responsible for the following duties and services:

1. Preparing delinquent costs, fines, and fees reports and updates based on data provided by the City of Leon Valley Municipal Court.
2. Preparing and sending such notices to delinquent defendants as may be required by law or as may be advisable for the purpose of expediting collections.
3. Advising the City of Leon Valley Municipal Court Judge, City Attorney, and Administration on legal issues that arise in the process of delinquent costs, fines, and fees collection.
4. The successful respondent must have experience in the Collection of delinquent costs, fines, and fees and must have the personnel with the education and knowledge of the appropriate laws on issues such as bankruptcy, tax sales, personal property seizures, and traffic case issues.
5. Providing such additional services as the City Attorney(s) may deem advisable to expedite the collection of delinquent costs, fines, and fees.

PROPOSAL REQUIREMENTS

Respondents are encouraged to submit concise, clear responses to this solicitation. Responses of excessive length and/or complexity are discouraged. Submissions 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 firms' expertise as it relates to the RFQ. All documents and information must be complete and

COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES

bear proper signature(s) of binding parties. Each submission must address no less than the following requested information:

1. Firm name, including the addresses of all firm offices identifying in which office the work will be performed;
2. Name, title, phone number(s), and e-mail address of each contact person;
3. Names of principals in the firm;
4. Years the firm has been in business;
5. Description of the manner that will be used to ensure secure data transfer from the municipal court that maintains data integrity;
6. Specific description of the collections software to support all collections operations;

Note: software is to be supplied at the firm's sole expense and must be compatible with Incode software used by the Leon Valley Municipal Court. Respondents who wish to inspect the Municipal Court's software must schedule such request at least ten (10) days prior to the RFQ due date. Any conversion must be provided by the firm at its sole expense.

7. 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;
8. Evidence of 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;
9. Demonstrate ability to effect collections in all 50 States, Canada and Mexico as well as meeting all interstate collection requirements;
10. Number of staff that will be working on behalf of the City project and copies of their resumes. Respondents shall provide a description of the experience, qualifications, and workload of the persons who will be assigned to the collection of the Leon Valley Municipal Court accounts;
11. List and briefly describe any on-going or completed similar municipal court projects, with dates and performance results for each project. Include names, addresses and phone numbers of representatives of these municipal court projects who may be contacted as references. The City may at its option choose to contact or visit one or

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- more of the operating sites of the respondent's clients to verify representations and to observe operations;
12. Current workload of the staff and office that would be responsible for rendering the service(s) required;
 13. Provide a sample written policy describing the methods to be used to safeguard the privacy and rights of individual's subject to collection;
 14. Provide the local phone number to be used for collections;
 15. With respect to any work performed, provide a listing of all litigation pending, settled or adjudicated within the past five (5) years against or involving the firm, agents and/or its employees;
 16. Provide 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 and transfer accounts back to the court upon request at no cost to the City;
 17. Provide monthly reports to the municipal court and include details of collections with dollar amounts and quantities, a summary of delinquent and collections by month, and an aged accounts receivable balance report;
 18. Describe in detail what information is required from the City of Leon Valley in support of the collection service;
 19. Capacity to provide the service required in a timely and consistent manner; and
 20. What percentage of outstanding debts has your collection company been able to collect or assist with other companies?

EVALUATION PROCESS

An evaluation committee named by the City Manager will review all submissions utilizing the evaluation criteria noted below.

SELECTION PROCESS

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, firms may be required to make a formal public presentation.

COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES

EVALUATION CRITERIA

The following criteria and weight factors will be used to evaluate the submissions:

1. Experience in providing fines and fees collection services to other government entities and success ratio in performing this service20%
2. Capability to perform all of the fines and fees collection services required by this RFQ, including technical capability20%
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 service20%
4. Key personnel's professional background and experience in providing the service required20%
5. Current workload and ability to meet schedules or deadlines20%

ADDITIONAL INFORMATION

The following items must be included as part of your submission:

1. Executive Summary;
2. List of local office(s) and resources. Convey your organizations plan for conferring on a regular basis with the City of Leon Valley;
3. Overview of services proposed;
4. Proposed work plan;
5. Defendant communications program;
6. Address research and location program;
7. Defendant assistance;
8. Descriptions of Delinquent Municipal Court fines, and fees collection history;
9. Describe your organization's personnel:
 - a. Specify the number of full-time employees for firm (not including attorneys);

COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES

- b. Specify the number of full-time attorneys employed by your firm;
- c. Identify the personnel who would handle collections for the City of Leon Valley; and
- d. Provide biographies of key management and attorneys.

10. Collection Technology Information:

- a. Describe the computer hardware and software used to collect delinquent Municipal Court costs, fines, and fees;
- b. Describe how it will interact with the Municipal Court computer system (Incode software and Windows 7 Pro) as well as the manner in which the transfer of data and any necessary conversion will be handled; and
- c. Identify the law firm's technical personnel and technical support available to the City.

SUBMISSIONS

Submit five (5) complete sets (one marked ORIGINAL) and one (1) CD, DVD, or USB flash drive. Submittal of a response to this RFQ constitutes an offer by the respondent. Once submitted, your response becomes the property of the City of Leon Valley and as such the City reserves the right to use any ideas contained in any proposal regardless of whether that respondent/firm is selected. Submissions in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFQ, unless clearly and specifically noted in the response submitted and confirmed in the contract between the City and the successful respondent. Failure to meet RFQ requirements may be grounds for disqualification.

Submission MUST contain full firm name and address of respondent, and be manually signed by a principal of the firm.

SUBSTITUTIONS/CANCELLATIONS OF SUBMISSION

No substitutions or cancellations are permitted without written approval of City of Leon Valley.

INSTRUCTIONS TO RESPONDENTS DEVIATION FROM SPECIFICATION/REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements and specifications must be clearly indicated by letter, on a point by point basis, attached to and

COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES

made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, the City of Leon Valley will require that the service(s) be provided as specified.

PERSONNEL

The successful respondent shall ensure that the work being performed in response to an executed agreement shall be performed by competent and qualified personnel. Such personnel shall be registered and/or authorized to collect debts within the State of Texas. The contracted respondent shall demonstrate the capability to effect collections in all 50 States, U.S. territories, and commonwealths, Canada and Mexico as well as meeting all interstate collection requirements.

REFERENCES/OTHER

1. Provide at least five (5) references (local governments) for which your firm provides collection services for fines and fees. These references shall include the name of the contact person, address, phone number and email address.
2. Provide a sample contract.
3. Any additional information you feel may be relevant to this request.

TIME ALLOWED FOR EXECUTION OF CONTRACT

Number of days required for the successful respondent to execute a contract for "COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES" and/or "COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES" after receiving notification of award of contract shall be thirty (30) days.

CONTRACT TERM

Contract period shall commence on August 1, 2017 and terminate on July 31, 2022. The City of Leon Valley reserves the right to extend this contract for two (2) additional years, if the performance of the successful respondent remains satisfactory. Either party may terminate this Agreement upon serving a thirty (30) day written notice to the other, without cause.

TERMINATION OF CONTRACT

The City of Leon Valley reserves the right to terminate the contract if, in the opinion of the City of Leon Valley, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The respondent shall be afforded the same right to terminate this contract in the same manner.

COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES

AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the response. A corporation shall execute the response by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this response will be at the sole expense of the respondent.

The successful respondent will have access to confidential information and will keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City of Leon Valley, and any applicable federal laws and regulations relating to confidentiality.

STATUTORY REQUIREMENTS/CONTRACT AWARD

It shall be the responsibility of the successful respondent to comply with all applicable state and federal laws, City of Leon Valley ordinances, and the rules and regulations of all authorities having jurisdiction over the work being performed. These rules and regulations shall apply to the entire contract and are considered included in the contract as though written out in full in the contract documents.

The City does not guarantee that a contract (or contracts) will be awarded as a result of this request. 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.

INDEMNIFICATION CLAUSE

The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent shall protect, defend, indemnify and hold the City

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and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City Manager or Finance Director as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

ASSIGNMENT

Respondents are advised that the City of Leon Valley shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be confidential under Texas Law, or pursuant to a Court order.

ETHICS

Respondents shall submit a Conflict of Interest Questionnaire [Form CIQ](#) and Texas Ethics Commission's Certificate of Interested Parties [Form 1295](#).

You may click on the above hyperlinks or you may copy and paste the following in your web browser:

- Form CIQ www.ethics.state.tx.us/forms/CIQ.pdf

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- Form 1295 <https://www.ethics.state.tx.us/forms/1295.pdf>

The successful respondent will have access to confidential information and will keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City of Leon Valley, and any applicable federal laws and regulations relating to confidentiality.

**COLLECTION SERVICES OF
DELINQUENT AD VALOREM TAXES**

COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES

PURPOSE

The City of Leon Valley is soliciting qualified Responses from law firms with experience and a verifiable history of delinquent ad valorem real and personal property tax collections programs in Texas. The chosen firm will collect delinquent ad valorem taxes as authorized under Sections 6.30 and 33.07 of the Property Tax Code. Other services may be requested of the firm related to delinquent ad valorem property tax matters.

SCOPE OF SERVICES

Tax Collection attorneys will be responsible for, but not limited to, the following duties and services:

1. Collection of all delinquent ad valorem real and personal property taxes
2. Preparing and sending such notices to delinquent taxpayers as may be required by law and/or as may be advisable for the purpose of expediting collections.
3. Filing lawsuits against delinquent taxpayers to foreclose tax liens and otherwise facilitate collection of delinquent taxes.
4. Advising the City on legal issues that arise in the process of delinquent tax collections; including all new legislation for current and delinquent tax collections
5. Providing such additional services as the City may deem advisable to expedite the collection of delinquent taxes.

PROPOSAL REQUIREMENTS

Respondents are encouraged to submit concise, clear responses to this solicitation. Responses of excessive length and/or complexity are discouraged. Each RFQ must address, but not be limited to, the following requested information. Proposals that do not include the required information may be deemed non-responsive and may not be considered for contract award. Respondents are encouraged to be specific about the firms' expertise as it relates to the request for Request for Qualifications. All documents and information must be complete and bear proper signature(s) of binding parties.

Each proposal should fully describe the various processes involved in the firm's delinquent collection program. These must include, but are not limited to the following topics:

COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES

The following must be provided in all proposals:

1. A description of firm size, experience, history, and other pertinent information, including identification and resumes of all personnel, consultants and subcontractors who will participate if a contract is offered by the City.
2. Name, title, address, phone and fax numbers of the firm's principal contact person and proposed engagement person.
3. A description of how the proposer will deliver the services, including how the proposer will ensure that deadlines are met. This description must be detailed and address all aspects of the scope of services specified in the RFQ.
4. Collection records based on verifiable data that indicate the overall work picture of the firm on behalf of at least three different clients for the last three year from July 1 to June 30.
5. Litigation records based on verifiable statistics that indicate the overall work picture of the firm on behalf of at least two different clients for whom you are collecting or have collected past due taxes. At a minimum, this information would include the number of lawsuits you have filed per year for the past three years, the number of such lawsuits that have gone to judgment in favor of the taxing entity, the number and amount of such judgments that have been collected without executing on the taxpayer's property and the number and amount of such judgments where execution was had on the taxpayer's property.
6. Any ethical issues legally brought up against your firm as a whole, and the local branch, in the last five years as well as the outcome of those issues.
7. Any fiscal problems your firm as a whole, and the local branch, is currently experiencing.
8. Any additional information or description of resources and experience that, in the opinion of the proposer, supports its qualifications.

Proposers to this RFP are expected to demonstrate an understanding of the services requested, the ability and experience necessary to perform such tasks, and a plan for providing the services and work schedule.

COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES

Evaluation Process After the deadline for receipt of RFQ

An evaluation committee named by the City Manager will review all proposals utilizing the evaluation criteria noted below.

Evaluation Criteria

The following criteria and weight factors will generally be used to evaluate the RFQ:

1. Tax collection experience25%
2. Demonstrated results25%
3. Demonstrated ability to handle a large number of clients25%
4. Clarity and quality of proposal and supporting data15%
5. Total property-tax related support services provided by the firm to the City10%

ADDITIONAL INFORMATION

The following Items must be included as part of your RFQ Submittals:

1. Executive Summary
2. List local office(s) and resources. Convey your organizations plan for conferring on a regular basis with the City of Leon Valley
3. Overview of services proposed
4. Proposed work plan
5. Taxpayer communications program

SUBMISSIONS

Submit five (5) complete sets (one marked ORIGINAL) and one (1) CD, DVD, or USB flash drive. Submittal of a response to this RFQ constitutes an offer by the respondent. Once submitted, your response becomes the property of the City of Leon Valley and as such the City reserves the right to use any ideas contained in any proposal regardless of whether that respondent/firm is selected. Submissions in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFQ, unless clearly and specifically noted in the response submitted and confirmed in the

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contract between the City and the successful respondent. Failure to meet RFQ requirements may be grounds for disqualification.

Submission MUST contain full firm name and address of respondent, and be manually signed by a principal of the firm.

SUBSTITUTIONS/CANCELLATIONS OF SUBMISSION

No substitutions or cancellations are permitted without written approval of City of Leon Valley.

INSTRUCTIONS TO RESPONDENTS DEVIATION FROM SPECIFICATION/REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements and specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, the City of Leon Valley will require that the service(s) be provided as specified.

PERSONNEL

The successful respondent shall ensure that the work being performed in response to an executed agreement shall be performed by competent and qualified personnel. Such personnel shall be registered and/or authorized to collect debts within the State of Texas. The contracted respondent shall demonstrate the capability to effect collections in all 50 States, U.S. territories, and commonwealths, Canada and Mexico as well as meeting all interstate collection requirements.

REFERENCES/OTHER

1. Provide at least five (5) references (local governments) for which your firm provides collection services for fines and fees. These references shall include the name of the contact person, address, phone number and email address.
2. Provide a sample contract.
3. Any additional information you feel may be relevant to this request.

COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES

TIME ALLOWED FOR EXECUTION OF CONTRACT

Number of days required for the successful respondent to execute a contract for “COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES” and/or “COLLECTION SERVICES OF MUNICIPAL COURT FINES AND FEES” after receiving notification of award of contract shall be thirty (30) days.

CONTRACT TERM

Contract period shall commence on August 1, 2017 and terminate on July 31, 2022. The City of Leon Valley reserves the right to extend this contract for two (2) additional years, if the performance of the successful respondent remains satisfactory. Either party may terminate this Agreement upon serving a thirty (30) day written notice to the other, without cause.

TERMINATION OF CONTRACT

The City of Leon Valley reserves the right to terminate the contract if, in the opinion of the City of Leon Valley, the successful vendor’s performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The respondent shall be afforded the same right to terminate this contract in the same manner.

AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the response. A corporation shall execute the response by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this response will be at the sole expense of the respondent.

The successful respondent will have access to confidential information and will keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City of Leon Valley, and any applicable federal laws and regulations relating to confidentiality.

COLLECTION SERVICES OF DELINQUENT AD VALOREM TAXES

STATUTORY REQUIREMENTS/CONTRACT AWARD

It shall be the responsibility of the successful respondent to comply with all applicable state and federal laws, City of Leon Valley ordinances, and the rules and regulations of all authorities having jurisdiction over the work being performed. These rules and regulations shall apply to the entire contract and are considered included in the contract as though written out in full in the contract documents.

The City does not guarantee that a contract (or contracts) will be awarded as a result of this request. 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.

INDEMNIFICATION CLAUSE

The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent shall protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City Manager or Finance Director as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be employees of the City. The method and manner

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of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

ASSIGNMENT

Respondents are advised that the City of Leon Valley shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be confidential under Texas Law, or pursuant to a Court order.

ETHICS

Respondents shall submit a Conflict of Interest Questionnaire [Form CIQ](#) and Texas Ethics Commission's Certificate of Interested Parties [Form 1295](#).

You may click on the above hyperlinks or you may copy and paste the following in your web browser:

- Form CIQ www.ethics.state.tx.us/forms/CIQ.pdf
- Form 1295 <https://www.ethics.state.tx.us/forms/1295.pdf>

The successful respondent will have access to confidential information and will keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City of Leon Valley, and any applicable federal laws and regulations relating to confidentiality.