

mvba Going Further™...

McCreary Veselka Bragg & Allen P.C. Attorneys at Law

ORIGINAL

Proposal for:

Brazos County, Texas

RFP # 23-008

**Collection of Delinquent Criminal and
Civil Court Costs, Fines and Fees**

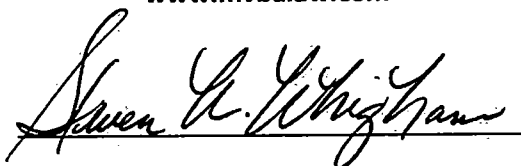
Due: August 23, 2022 2:00 PM CST

Prepared by:

McCreary, Veselka, Bragg & Allen P.C.

800-369-9000

www.mvbalaw.com

A handwritten signature in black ink, appearing to read "Steven W. Whigham", written over a horizontal line.

Steven W. Whigham/Director of Operations

MCCREARY VESELKA BRAGG & ALLEN, P.C.
ATTORNEYS AT LAW

700 Jeffrey Way, Suite 100
P.O. Box 1310
Round Rock, Texas 78680

August 18, 2022

Brazos County Purchasing Office
Brazos County Administration Building
200 South Texas Ave., Suite 352
Bryan, Texas 77803

RE: RFP #23-008 Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

Ladies and Gentlemen:

McCreary, Veselka, Bragg & Allen, P.C., Attorneys at Law (MVBA) is pleased to submit our Proposal for Collection Services for Brazos County. In MVBA's attached proposal, you will discover a collection program personalized for Brazos County that increases revenue and reduces case backlog, and a vendor with whom you can have confidence. As a leading provider of collection services to governmental entities, we know that MVBA is an excellent partner for sustaining a collection program tailored to meet your needs and expectations. We have continually expanded and enhanced our collection program over the years as technological advancements have become available to us. The results have been outstanding.

The Firm presently represents over 800 local governments in the collection of delinquent receivables. Many of our clients have been with us for over 30 years. MVBA has twenty-one offices across the State of Texas, including an office located at 4151 County Park Court in Bryan, Texas. The Firm has represented Brazos County in the collection of delinquent property taxes for over twenty-four years and Brazos County Justice courts since 2006. Our principal office is located at 700 Jeffrey Way Round Rock, Texas 78665 and this is where all collection work for fines and fees is performed.

The persons authorized to make representation for MVBA in this proposal are:

Keith Treadway	Steven W. Whigham
Attorney at Law	Director of Operations
4151 County Park Court	700 Jeffrey Way, Suite 100
Bryan, Texas 77802	Round Rock, Texas 78665
979-775-1888	512-323-3200 x 275
Fax 979-822-3257	Fax 512-323-3210

We are privileged to serve the County of Brazos and appreciate your consideration in this RFP. Should you have any questions, please contact me at 979-775-1888 or ktreadway@mvbalaw.com or Steven Whigham, Direction of Operations, at 512-323-3200 ext. 275 or swhigham@mvbalaw.com.

Sincerely,

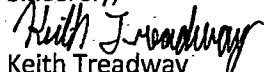

Keith Treadway
Attorney at Law

TABLE OF CONTENTS

REQUIRED EXECUTED RFP FORMS

A. EXECUTIVE SUMMARY

FIRM PROFILE	1
ABILITY TO PERFORM	3
DISCLOSURE STATEMENT.....	3
NO CONFLICTS OF INTEREST	3
EQUAL OPPORTUNITY EMPLOYER.....	4
INDEMNIFICATION AND INSURANCE.....	4
SPECIALTY LICENSES AND CERTIFICATIONS.....	4
FINANCIAL STRENGTH.....	4
COMMITMENTS	5
DEGREE OF COMPLIANCE.....	5

B. PROPOSAL PRICING

PROPOSED FEE	7
INVOICING	7
ENHANCED SERVICES	8

C. DESCRIPTIVE LITERATURE.....11

D. CONTRACTOR INFORMATION

TEXAS COURT COLLECTION EXPERIENCE.....	13
RECORD OF SERVICE	14

MOST RECENT CONTRACTS.....	14
COMPARABLE CONTRACTS AND STATISTICS.....	16
ESTIMATED RECOVERY RESULTS	21
BRAZOS COUNTY JUSTICE COURT STATISTICS.....	22
PERFORMANCE GUARANTEE	26
SYSTEM CONCEPT AND SOLUTION	27
PROJECT MANAGEMENT PLAN	28
PROJECT IMPLEMENTATION & MAINTENANCE TIMELINE	29
PROJECT MANAGEMENT & STAFFING	30
KEY PERSONNEL FLOWCHART	31
PROJECT MANAGEMENT TEAM.....	32
KEY MANAGEMENT TEAM QUALIFICATIONS	33
DATA EXCHANGE	38
NETWORK & TECHNOLOGY	38
TELEPHONY TECHNOLOGY	39
NETWORK SECURITY & DISASTER RECOVERY	40
RECORD MAINTENANCE AND RETENTION	42
CLIENT WEB ACCESS	43
STAFF SUPPORT	43
COLLECTION PROGRAM FLOWCHART.....	44
COLLECTION METHODOLOGY.....	45
ADDRESS RESEARCH AND SKIP-TRACING.....	48
DEFENDANT NOTIFICATION	49
CALL CENTER FLOWCHART	50
RESPONDING TO DEFENDANT INQUIRIES	51
COMPLAINT RESOLUTION	51

MULTI/BI-LINGUAL STAFF 52

CALL CENTER STAFFING 52

TRAINING AND COMPLIANCE..... 52

MANAGEMENT REPORTS 54

SUMMARY..... 55

E. REFERENCES

REFERENCES 57

LETTERS OF RECOMMENDATION 59

F. COMPLETED AND SIGNED RFP

BRAZOS COUNTY RFP #23-008 65

EXHIBITS

- 1. Sample Letters**
 - 2. Sample Telephone Scripts**
 - 3. Sample Reports**
 - 4. Sample Contract**
 - 5. Certificate of Insurance**
 - 6. Third Party Debt Collectors Bond**
 - 7. Certificate of Account Status**
 - 8. Member of the ACA International**
 - 9. Member of the American Collectors Association of Texas**
-



23-008

Collection of Delinquent Criminal & Civil Court Costs, Fines, & Fees

Issue Date: 7/29/2022

Questions Deadline: 8/16/2022 05:00 PM (CT)

Response Deadline: 8/23/2022 02:00 PM (CT)

Brazos County

Contact Information

Contact: Ms. Kaitlyn Battles Buyer III

Address: Purchasing
County Administration Building
Ste. 352
200 South Texas Ave.
Ste. 352
Bryan, TX 77803

Phone: (979) 361-4285

Email: kbattles@brazoscountytx.gov

Event Information

Number: 23-008
Title: Collection of Delinquent Criminal & Civil Court Costs, Fines, & Fees
Type: Brazos County- Request For Proposal- Manual
Issue Date: 7/29/2022
Question Deadline: 8/16/2022 05:00 PM (CT)
Response Deadline: 8/23/2022 02:00 PM (CT)

Ship To Information

Contact: Charles Wendt
Address: Purchasing
County Administration Building
Ste. 352
200 South Texas Ave.
Ste. 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Billing Information

Address: Auditor's Office
PO Box 914
Bryan, TX 77806
Phone: (979) 361-4350
Email: mconkel@brazoscountytexas.gov

Bid Attachments

RFP - 23-008 Collection of Fines and Fees.pdf

[View Online](#)

RFP 23-008

Supplier Information

Company Name: McCreary, Veselka, Bragg and Allen P.C.

Contact Name: Steven W. Whigham

Address: 700 Jeffrey Way, Suite 100
Round Rock, Tx 78680

Phone: 512 - 323 - 3200

Fax: 512 - 323 - 3205

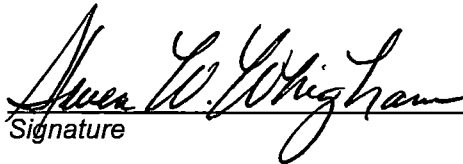
Email: swhigham@mubalaw.com

Supplier Notes

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

Steven W. Whigham

Print Name


Signature



REQUEST FOR PROPOSALS

RFP NO. 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines, and Fees

**SEALED PROPOSALS TO BE SUBMITTED BEFORE:
Tuesday, August 23, 2022, 2:00pm CST**

**TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293**

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the RFP. Any such contact will be grounds for rejection of the vendor's proposal.

In compliance with this solicitation, the undersigned proposer having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFP for furnishing the material and/or services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: McCreary, Veselka, Bragg & Allen, P.C.

By (Print): Steven W. Whigham Title: Director of Operations

Physical Address: 700 Jeffrey Way, Suite 100, Round Rock, TX 78665

Mailing Address: P.O. Box 1310, Round Rock, TX 78680

Telephone: 512-323-3200 Fax: 512-323-3205 E-Mail: swhigham@mvpbalaw.com

P. V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

This Section must be completed. Failure to complete this section will disqualify the bid.

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

- a. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
- b. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
- c. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
- d. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
- e. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
- f. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

<u>Name</u>	<u>Title (Owner, Officer, Director, Manager, Etc.)</u>
Harvey M. Allen	Shareholder
Matthew Tepper	Shareholder
M. Elizabeth "Liz" Vaughn	Shareholder
Noe Reyes	Shareholder
John O'Connell	Shareholder
Connor Buchanan	Shareholder
Keith Treadway	Shareholder

Q. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: McCreary, Veselka, Bragg & Allen P.C. (MVBA Law)

Address: 700 Jeffrey Way Suite 100 Round Rock, TX 78665

Proposer's Name: Steven W. Whigham

Position/Title: Director of Operations

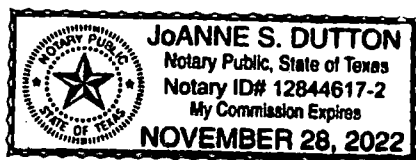
Proposer's Signature: *Steven W. Whigham*

Date: 8/18/22

Subscribed and sworn to me on this 18th day of August in the year 2022

Jo Anne S. Dutton
Notary Public

My Commission expires November 28, 2022



R. ADDENDA

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. _____ No. _____ No. _____

Date _____ Date _____ Date _____

S. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening.

Signed By:  Title: Director of Operations

Typed Name: Steven W. Whigham

Company Name: McCreary, Veselka, Bragg & Allen P.C. (MVBA Law)

Mailing Address: PO Box 1310 Round Rock, TX 78680
P.O. Box or Street City State Zip

Employer Identification Number: 742305409

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. 23-008

By signing below, Brazos County agrees that this RFP 23-008 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: _____

Attest: Brazos County Clerk _____

T. HOUSE BILL 89 & DEBARMENT VERIFICATION

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

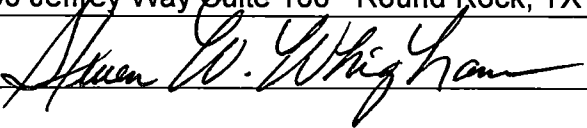
Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: McCreary, Veselka, Bragg & Allen P.C. (MVBA Law)

Authorized Company Representative: Steven W. Whigham

Address: 700 Jeffrey Way Suite 100 Round Rock, TX 78665

Signature: 

Date: 8/18/22

Contract # 23-008 Collection of Delinquent Criminal and Civil Court Costs, Fines, and Fees

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- ☐ **V.T.C.A. Local Government Code §262.0276 for Tax Verification (Section P)**
- ☐ **Statement of Affirmation (Section Q)**
- ☐ **All Addendums (if applicable)**
- ☐ **Certification of Proposal (Section S)**
- ☐ **House Bill 89 & Debarment Verification (Section T)**

A. EXECUTIVE SUMMARY

FIRM PROFILE

For over 60 years the law firm of McCreary, Veselka, Bragg & Allen, P. C. (MVBA) has specialized in the collection of delinquent government receivables in Texas. A highly skilled and experienced professional staff and the latest technology have been put in place to create the most advanced collection program available. MVBA provides excellent customer service, by responding to our clients' needs promptly and producing results in the shortest period of time possible. All of the work performed in this proposal is done at our headquarters location at 700 Jeffrey Way Suite 100 Round Rock, Texas 78665.

MVBA has been actively engaged in the collection of delinquent court fines, fees and delinquent account receivables for more than fourteen years. We began working for Texas justice and municipal courts after the change to Section 103.0031, Texas Code of Criminal Procedure was passed by the Texas Legislature in 2001. Since the program's inception, MVBA has expanded the collection of court fines, fees and account receivables to 358 Texas Courts including 150 District, County and Justice Courts and 208 Municipal Courts. These collection programs involve the collection of outstanding cases as well as warrant cases. We represent ninety two municipalities in the collection of delinquent utility and accounts receivables and seven clients in delinquent EMS account collections.

The MVBA scope of business is governmental collections within the State of Texas. Our collection activities reach beyond the State of Texas, Nationally as well as Canada and Mexico, in our attempts to locate the various debtors for our clients. We conduct license reviews through Cornerstone Support in Georgia and maintain licenses in the states requiring a law firm to be licensed to perform consumer related collection activities.

The Firm has a staff of 165 full-time employees including nineteen attorneys, with an average tenure of thirteen years, in twenty-one offices in the State of Texas. MVBA has been assisting Brazos County in property tax matters and the collection of delinquent property taxes for over 25 years and maintains an office at 4151 County Park Court in Bryan, Texas. MVBA began working with Brazos County Justice Courts in 2006 and has designed and implemented a successful and robust collection program in accordance with the County's guidelines and requirements.

All of MVBA's collection activity complies with Federal and State law. Our program virtually mirrors the requirements of the Office of Court Administration for collection improvement. Our extensive knowledge of the State's recommended procedures helps you achieve and maintain compliance—and peace of mind. All personnel are well versed in Court terminology and court processes. One of our Client Services Coordinators (CSC) is a former Chief Justice Clerk with 14 years experience and two of our CSCs are former Texas City Marshals with collectively over 30 years experience in collecting Class C misdemeanor warrants.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

MVBA understands the importance and complexities involved in the collection of delinquent court fines and fees. We have always been cognizant of our clients' commitment to honor and uphold the judiciary. In light of the recent Department of Justice Opinion, while revenue is a component of the collection process, we are committed to supporting our clients in upholding defendants' Constitutional rights, and all defendants are and always have been, directed to exercise their right to appear before the court.

All collection efforts either in writing or by telephone along with any other collection related activities strictly comply, where applicable, with the Consumer Credit Protection Act, Texas Debt Collection Act, Fair Debt Collections Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), Driver's Privacy Protection Act (DPPA), and all other state and federal laws relating to debt collection. All court collection work is performed in accordance with, and as permitted by Section 103.0031 of the Texas Code of Criminal Procedure. MVBA assumes all responsibility for the action and methods employed by our staff to collect the past due and delinquent accounts and cases.

MVBA is The Solution To All Your Collection Needs™

MVBA's Brazos County Collection Program:

- Maximizes revenues;
- Resolves delinquent cases quickly and efficiently;
- Increases public awareness that court fines, fees, court costs and restitution must be paid.

The features that distinguish the MVBA collection program are:

Personal Service

- Our Client Service Coordinators (CSC) are on site at the Brazos County Court offices from the beginning of the program and frequently visits the clerks and Judges of the courts to ensure the collection program is working in a seamless manner.

Communication

- The Round Rock staff communicates daily with the Courts' staff via toll-free telephone, fax or email for electronic file transfers, payments and to answer questions.

MVBA becomes your "Virtual Clerk"

- MVBA utilizes cutting-edge technology, experienced professionals and state of the art techniques to collect and resolve your delinquent court cases.
-

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

- Defendants are provided a toll-free number and may call our Round Rock office to make payments or ask questions
- Multiple methods of payment are offered to defendants by the MVBA program. (Credit cards, electronic check, money gram, cashier's check, money order, 24/7 web-site and payment IVR)
- Our phone center utilizes predictive dialers for out bound calls and electronically manages the influx of incoming calls.
- MVBA established and monitors payment plans.
- Our program allows your staff to focus on daily responsibilities, creating greater efficiency. The Court's responsibility is to regularly submit new and updated data and the posting of payments.

ABILITY TO PERFORM

- There has been no occurrence where MVBA has been unable to perform any of its responsibilities timely nor where the performance of those duties was not in accordance with the law.
- MVBA is capable and ready to continue providing a complete and comprehensive collection program with the County.

DISCLOSURE STATEMENT

There has been no litigation filed against MVBA or its owners, related to the collection of debts. MVBA has never been the subject of any regulatory censure. MVBA has never filed any litigation against its clients.

NO CONFLICTS OF INTEREST

McCreary, Veselka, Bragg & Allen, P. C. has never represented a party who was in an adversarial position with any client. The Firm knows of no conflicts of interest or potential conflicts of interest that would impede its representation.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

EQUAL OPPORTUNITY EMPLOYER

McCreary, Veselka, Bragg & Allen, P. C. is an EQUAL OPPORTUNITY EMPLOYER. Applicants for position are considered based on their qualifications for the position applied without regard to race, color, religion, creed, gender, national origin, age, marital or veteran status, disability, or any other criteria prohibited by law.

INDEMNIFICATION AND INSURANCE

MVBA shall indemnify and hold the County harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of **MVBA's** performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of the County, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the County and **MVBA**, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities. *Please see Exhibits for insurance declaration.*

SPECIALTY LICENSES AND CERTIFICATIONS

MVBA is licensed and registered with the Texas Secretary of State to do business. MVBA has the Third Party Collector bond required by Texas law (Sec. 392.101, Texas Finance Code) to do business as a collection agency. MVBA is licensed in all States that require a license to do business as a collection agency. *Please see Exhibits for a copy of the bond.*

FINANCIAL STRENGTH

McCreary, Veselka, Bragg & Allen, P. C. has been in existence since 1961 and has over 800 clients. The Firm has the financial strength to commit the resources required to administer an effective debt collection program. MVBA has submitted our financial statement marked "**Confidential**" in the "**Original**" copy of this proposal. You may also contact the following bank officer for comments on our financial strength:

Edward Hanna/Banking Officer
BBVA/Compass Bank
170 University Blvd., Round Rock, TX 78665
Phone: 512-421-6956

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

COMMITMENTS

MVBA commits to providing the best delinquent collection program available to the County of Brazos, including all of the services outlined in the Request for Proposal. Our response to the RFP outlines how we provide each of those services. Additionally, MVBA has a bilingual (English/Spanish) staff consisting of attorneys, client service coordinators, collection specialists, accounting staff and administrative assistants. This assures that the defendants will have no language barriers when communicating with the firm.

MVBA commits to keeping the County well informed of the status of the collection program and the progress of our efforts. As part of our collection program, MVBA will advise the County on legal issues that arise in the process of the delinquent collection program. MVBA further provides additional services that the County may deem necessary to expedite and enhance the collection program.

DEGREE OF COMPLIANCE

It is our intention to affirmatively respond to all requirements stated in the RFP. Accordingly, all services listed and the proposed contract in this proposal is in full accord with the specifications in the RFP.

The information contained in this proposal is a detailed description of our delinquent collection program. We have continually expanded and enhanced our collection program over the years as technological advancements have become available to us. The results have been outstanding.

Exception(s) to certain requirements:

Section d.4 "A statement as to proposer's willingness to guarantee a level of performance and the nature and kind of security supporting the guarantee (letter of credit, performance bond, escrow of fees, etc.)."

MVBA believes that the collections that have been achieved for our clients speak for themselves. Our percentages are often times well above industry standards and always exceed the national averages. MVBA expects to realize significant results with our collection program as evidenced over the past contract period. The level of success depends on several factors; the age of cases and the frequency of cases turned over for collections, quality of data, type of court software, court policies, procedures, and proactive cooperation and participation in the collection program. MVBA has evaluated our success with these key elements in mind.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

In 2012 our overall net recovery percentage for Brazos County Justice Courts was 21% with an overall 60% resolution of cases. In 2017 our collection rates and overall resolution rates steadily increased and continues through 2022. This is due in part to the increase of regular placements.

2017			2022		
Court	Net Recovery	Total Resolution	Court	Net Recovery	Total Resolution
Brazos Co JP #1	23.67%	47.04%	Brazos Co JP #1	27.31%	58.01%
Brazos Co JP #2	24.85%	60.64%	Brazos Co JP #2	30.29%	72.10%
Brazos Co JP #2-1	37.89%	98.90%	Brazos Co JP #2-1	36.89%	96.34%
Brazos Co JP #3	35.80%	79.39%	Brazos Co JP #3	35.64%	62.03%
Brazos Co JP #4	9.48%	68.47%	Brazos Co JP #4	20.24%	58.05%

Because our success is directly contingent on the above aforementioned factors, it is impossible to accurately predict a collection percentage or guarantee a level of performance (collections) that is subject to a penalty. This is a common practice in other areas of our practice, such as property tax collection. It is much easier to calculate this guarantee in property tax because of the type of collections and the lien that is securing the payment. The collection of delinquent fines and fees involves intense skip-tracing, letter writing and telephone campaigns and there is no ultimate penalty that can be used by the collector short of referring the case back to the court for issuance of a warrant or execution of a warrant if the defendant can be located locally. MVBA has no control over the actions of the court. We are not able to determine how many cases/dollars will be disposed of due to dismissals, deferrals, purging of cases based on age, or other actions of the court. These controls prohibit our ability to predict a recovery percentage of cases resulting in actual revenue realized.

If, however, this section is addressing a guarantee that certain actions will be taken by MVBA to collect the delinquent cases, there are procedures that we guarantee will be utilized. In depth skip-tracing, mailing of multiple letters and the numerous phone calls will be used in the collection process. The work plan described in the proposal details the collection efforts that will be utilized in the collection of the delinquent cases. This performance can be supported by our current debt collection clients and the statistical reporting utilized by MVBA.

B. PROPOSAL PRICING

PROPOSED FEE

For the collection of delinquent Fines and Fees for Brazos County Courts, MVBA proposes the following as compensation for professional services rendered:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of zero percent (0%) of the amount collected by the Court on those cases in which the data files are transmitted to MVBA by electronic media.
2. For those Fines and Fees imposed against Unadjudicated offenses that occurred on or after June 18, 2003, and for adjudicated offenses regardless of the date of occurrence, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the County, as provided by Article 103.0031 of the Texas Code of Criminal Procedure. MVBA understands all court costs due the State will be paid first.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the County.

MVBA absorbs all costs associated with the administration of the contract including but not limited to; letter processing, postage, technology, travel, personnel, and any other costs associated with the collection processes.

INVOICING

MVBA's collection software, Latitude, automates the calculation of fees due. The same formula used to calculate fee is programmed within our software and is used in the calculation of fees due on each case/account collected.

MVBA is able to invoice the County at the frequency the County requires. MVBA can remit funds to each Justice Court at the frequency each requires; daily or weekly either by ACH deposit or by check depending on the County's preference. MVBA sends all monies collected and the County would remit fees due MVBA monthly. Odyssey software also has a report that can be generated monthly that breaks down the collection fee posted and receipted for each case. We are able to generate an invoice from that report that matches what the Court system has posted to ensure our balances always match.

Please see Exhibits "Sample Reports" for a sample invoice and statement.

ENHANCED SERVICES

MVBA is continually seeking opportunities to provide additional services to our clients. Through consistent and open communication, and by utilizing our technology and staff, we are able to assist our clients with innovative solutions that help to decrease the County's internal costs and enhance efficiencies. MVBA welcomes the opportunity to discuss our enhanced services as well as any other services the County may want to explore. MVBA is able to provide these services at no additional charge to our clients.

Show Cause Courtesy Notices and/or Judge Hearing Notices

File transfer is via SFTP. Flexible formatting options are available. MVBA handles all costs associated with the production and mailing of notices and adheres with the court's mailing calendar. All we need are the form fields in your letter and your letterhead with logo and the data in your letter form fields. Usually the fields are ***Name, Address, City, State, Zip, Court/hearing date*** but we will customize based on your court's specific fields. This service saves the court valuable production, material and postage costs.

Pre-Warrant Calls

MVBA began providing this service to a large volume court in order to help achieve OCA compliance and decrease internal costs. This service has allowed them to increase efficiencies by freeing up a full time-employee. By utilizing MVBA's technology we are able to help increase court efficiencies and expand resources. The court provides a list of defendants requiring a courtesy call before issuing a warrant. MVBA calls the defendant on behalf of the court, and the defendant is instructed to contact the court.

Warrant-Round-up Services

We help with localized round-ups and/or amnesty programs by mailing on your behalf or any other type of program the court may offer. MVBA absorbs all production and mailing costs. We also help by getting the word out through your local publications and/or other media sources and can also help with door hangers or whatever your law enforcement officers may need.

Warrant Round-Up Pre-Collection Mailings

MVBA will handle the mailing of postcards on pre-collection cases on behalf of the Court. MVBA absorbs the cost of all printing and materials. The Court need only to provide a list of names and last address of record.

GIS Mapping Tool

MVBA is able to provide an interactive mapping tool to assist Marshals or Warrant Officers or local City law enforcement, in locating defendants when attempting to serve warrants. The mapping tool increases efficiencies in the efforts of officers serving warrants. Some of the features include:

- *Most current information on defendants*
- *Ability to group and prioritize by balance and/or geographic location*
- *Case information on each defendant*
- *Directional instruction to each location*
- *Target mapping can be provided by MVBA staff*

Specialized Skip-Tracing Services

Many clients may need assistance in locating defendants or debtors whom have not yet been placed for collection. In addition, clients have access to MVBA's Client Web Access, which is your window into our system to view current, real-time information on your defendants. Reports with updated address information are easily downloaded for the Court or Warrant Officers and/or Marshal's office.

Texting Services

As an MVBA client, your court will receive an account through our vendor. This service will allow you to send a text messages to a list of defendants. MVBA funds in full the cost of the service. This service can be used to notify defendants of outstanding warrants or citations.

Scofflaw Processing and Reporting

MVBA manages all processes for Scofflaw reporting and absorbs all costs. MVBA fully funds the costs with the TxDot contract and handles all of the reports on the client's behalf based on the vehicle information we receive from the Court's file.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

C. DESCRIPTIVE LITERATURE

MVBA is not including any additional literature or brochures in this section.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

Brazos County, Texas

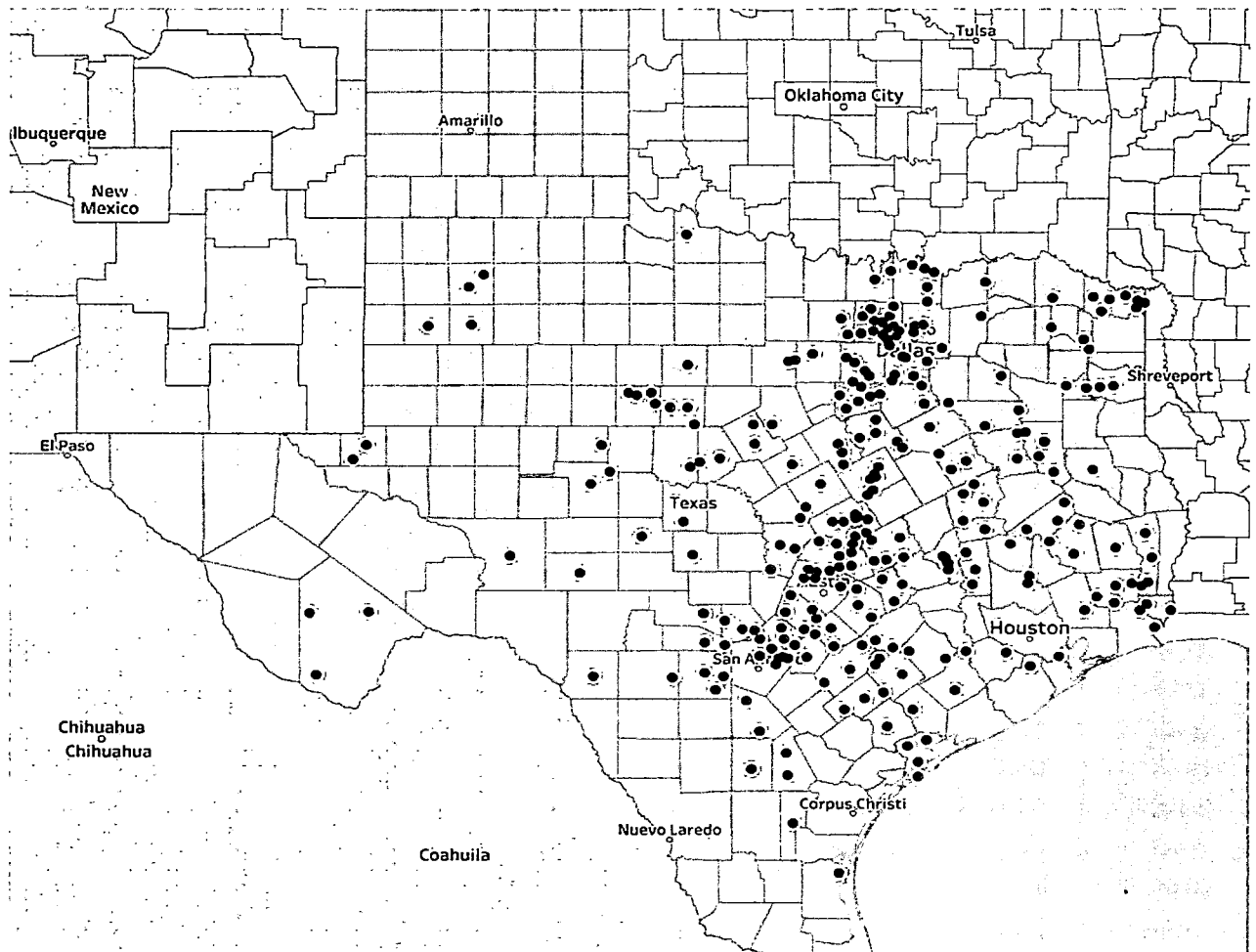
RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

D. CONTRACTOR INFORMATION

TEXAS COURT COLLECTION EXPERIENCE

Since 2001, our expertise in assisting Texas courts in the resolution of outstanding fines, fees and costs is unmatched in the industry. MVBA currently contracts with **358 Texas Courts** including **208 Municipal Courts** and **150 District, County and Justice Courts** in the collection of delinquent court fines & fees. This map depicts our representation of these jurisdictions. MVBA represents Bryan Municipal Court, College Station Municipal Court and numerous neighboring counties and cities. We believe this is a tremendous advantage to the County as we may already have updated defendant information in our database on defendants with multiple offenses in your geographical area.



Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

RECORD OF SERVICE

MVBA expects to continue to realize significant results with our collection program for Brazos County. The level of success depends on several factors; the age of cases and the frequency of cases turned over for collections, quality of data, type of court software, court policies, procedures, and proactive cooperation and participation in the collection program. Documentation of collection statistics for all current contracts are included in the charts in pages 16 through 20. Collection rate (Net Recovery) is net dollars recovered (net amount collected divided by net dollars placed) and resolution rate (Overall Resolution) is total case dollars resolved including the receipt of money and the clearing of a case through community service, dismissal by judge or any other court decision. We handle all of the cases that are in the courts files, regardless of age. MVBA works with the courts' software programs and transfers data electronically. Our percentages are often times well above industry standards and always exceed the national averages

MOST RECENT CONTRACTS

MVBA has documented collection rates for all court clients on pages 16 through 20. We invite you to contact any of our clients. As requested in this RFP, the following are contacts for five of our most recent county collection contracts.

Name: Reeves County Justice of the Peace 1

Contact and Title: Honorable Roger Harrison/Justice of the Peace

Address: 700 West Daggett St. Pecos, TX 79772

Phone: 432-287-0241

Contract Date: August 2021

Justice of the Peace Courts	Collection Rate	Resolution Rate
Reeves Co JP #1	5.42%	16.10%
Reeves Co JP #2	1.39%	1.91%
Reeves Co JP #3	3.37%	3.78%
Reeves Co JP #4	1.73%	1.94%

Name: Limestone County Justice of the Peace 3

Contact: Honorable Sherri LeNoir/Justice of the Peace

Address: 200 W State Street Suite 201 Groesbeck, TX 76642

Phone: 254-729-3630

Contract date: October 2020

Scope of work: Collection of delinquent court fines, fees and costs.

*This client has just begun submitting cases within the last month, we do not have statistics to report at this time.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

Name: Burnet County Justice of the Peace 2

Contact: Honorable Lisa Whitehead/Justice of the Peace

Address: 220 N Pierce Suite 105 Burnet, TX 78611

Phone: 512-756-5453

Contract date: January 2016, became active April 2017

Scope of Work: Collection of delinquent court fines, fees, and costs.

Justice of the Peace Courts	Collection Rate	Resolution Rate
Burnet Co JP #1	29.21%	75.89%
Burnet Co JP #2	25.06%	38.21%
Burnet Co JP #3	26.85%	26.94%
Burnet Co JP #4	27.31%	40.67%

Name: Milam County Justice of the Peace 1

Contact and Title: Honorable Greg Hoelscher/Justice of the Peace

Address: 512 N Jefferson Suite c Cameron, TX 76520

Phone: 254-697-7008

Contract date: November 2009

Scope of work: Collection of delinquent court fines, fees and costs.

Justice of the Peace Courts	Collection Rate	Resolution Rate
Milam Co JP #1	31.85%	40.84%
Milam Co JP #2	38.27%	46.46%
Milam Co JP #3	42.07%	48.04%
Milam Co JP #4	40.43%	44.89%

Name: Denton County Justice of the Peace 3

Contact and Title: Honorable James Kerbow/Justice of the Peace

Address: 400 N Valley Pkwy Suite 2012 Lewisville, TX 75067

Phone: 972-434-4750

Contract date: January 2008, re-awarded June 2022

Scope of work: Collection of delinquent court fines, fees and costs.

Justice of the Peace Courts	Collection Rate	Resolution Rate
Denton Co JP #1	5.79%	9.36%
Denton Co JP #2	12.53%	21.46%
Denton Co JP #3	19.60%	56.21%
Denton Co JP #4	15.61%	42.06%
Denton Co JP #5	13.16%	64.26%

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

CURRENT COMPARABLE CONTRACTS AND STATISTICS

JUSTICE COURTS

Justice Court	Net Recovery	Overall Resolution	Justice Court	Net Recovery	Overall Resolution	Justice Court	Net Recovery	Overall Resolution
Bandera Co JP #1	5.79%	99.95%	Denton Co JP #1	5.79%	9.36%	Hill Co JP #3	26.84%	55.46%
Bandera Co JP #2	3.76%	48.28%	Denton Co JP #2	12.53%	21.46%	Hill Co JP #4	44.62%	47.24%
Bandera Co JP #4	18.58%	65.00%	Denton Co JP #3	19.60%	56.21%	Jasper Co JP #1	49.40%	63.63%
Bowie Co JP #2	9.07%	57.32%	Denton Co JP #4	15.61%	42.06%	Jasper Co JP #2	30.77%	36.46%
Bowie Co JP #3.1	20.35%	61.53%	Denton Co JP #5	13.16%	64.26%	Jasper Co JP #3	46.81%	64.57%
Bowie Co JP #4	22.25%	46.89%	Fayette Co JP #4	37.26%	45.30%	Jasper Co JP #4	35.71%	50.66%
Bowie Co JP #5	0.00%	0.00%	Freestone Co JP #1	43.61%	60.91%	Jasper Co JP #5	51.62%	73.08%
Brazos Co JP #1	28.74%	60.60%	Freestone Co JP #2	50.38%	63.85%	Jasper Co JP #6	35.74%	68.93%
Brazos Co JP #2	35.05%	72.02%	Freestone Co JP #3	34.30%	43.28%	Kendall Co JP #1	21.39%	67.38%
Brazos Co JP #2-1	36.89%	96.34%	Freestone Co JP #4	51.60%	60.31%	Kendall Co JP #2	20.60%	53.27%
Brazos Co JP #3	30.78%	46.14%	Gonzales Co JP #1	23.76%	51.86%	Kendall Co JP #3	32.14%	66.45%
Brazos Co JP #4	22.25%	66.69%	Gonzales Co JP #3	35.38%	63.45%	Kendall Co JP #4	25.64%	49.10%
Burnet Co JP #1	29.21%	75.89%	Gonzales Co JP #4	21.69%	48.89%	Kinney Co JP #1	52.91%	69.16%
Burnet Co JP #2	25.06%	38.21%	Grimes Co JP #1	30.32%	70.85%	Lavaca Co JP #1	44.23%	61.84%
Burnet Co JP #3	26.85%	26.94%	Grimes Co JP #2	35.55%	54.82%	Lavaca Co JP #2	38.35%	80.66%
Burnet Co JP #4	27.31%	40.67%	Grimes Co JP #3	37.86%	71.40%	Lavaca Co JP #3	29.49%	37.26%
Calhoun Co JP #1	22.85%	68.48%	Guadalupe Co JP #1	35.76%	56.22%	Lavaca Co JP #4	48.71%	64.14%
Calhoun Co JP #2	29.11%	76.84%	Guadalupe Co JP #2	27.83%	76.71%	Lee Co JP #2	46.17%	57.03%
Calhoun Co JP #3	39.86%	72.30%	Guadalupe Co JP #3	31.72%	46.43%	Lee Co JP #3	39.97%	80.30%
Calhoun Co JP #4	29.44%	54.49%	Guadalupe Co JP #4	41.89%	66.80%	Lee Co JP #4	50.92%	70.81%
Calhoun Co JP #5	39.53%	75.85%	Hardin Co JP #1	28.98%	57.62%	Leon Co JP #1	49.59%	65.44%
Callahan Co JP #1	39.42%	63.56%	Hardin Co JP #2	29.23%	78.06%	Leon Co JP #2	47.52%	53.94%
Callahan Co JP #3	50.06%	57.44%	Hardin Co JP #3	30.11%	63.10%	Leon Co JP #4	20.23%	21.67%
Callahan Co JP #4	41.64%	56.56%	Hardin Co JP #4	37.49%	66.81%	Limestone Co JP #3	9.12%	11.89%
Cherokee Co JP #1	31.74%	66.54%	Hardin Co JP #6	35.29%	59.77%	Limestone Co JP #4	3.60%	5.78%
Cherokee Co JP #2	31.15%	67.52%	Hays Co JP #1-1	31.15%	53.09%	Mason Co JP	45.46%	58.81%
Cherokee Co JP #3	27.32%	45.08%	Hays Co JP #1-2	23.21%	28.26%	Medina Co JP #3	16.43%	36.51%
Cherokee Co JP #4	26.61%	68.01%	Hays Co JP #2	37.90%	72.56%	Milam Co JP #1	31.85%	40.84%
Comal Co JP #1	29.98%	63.04%	Hays Co JP #3	40.05%	54.86%	Milam Co JP #2	38.27%	46.46%
Comal Co JP #2	19.31%	76.31%	Hays Co JP #4	21.96%	69.13%	Milam Co JP #3	42.07%	48.04%
Comal Co JP #3	35.73%	62.20%	Hays Co JP #5	26.46%	60.91%	Milam Co JP #4	40.43%	44.89%
Comal Co JP #4	28.23%	87.29%	Hill Co JP #1	26.45%	46.66%	Reeves Co JP #1	5.42%	16.10%
Crockett Co JP	35.73%	44.97%	Hill Co JP #2	35.51%	76.08%	Reeves Co JP #2	1.39%	1.91%
						Reeves Co JP #3	3.37%	3.78%
						Reeves Co JP #4	1.73%	1.94%
						Sutton Co JP	48.16%	52.52%
						Williamson Co JP #1	7.07%	34.48%
						Williamson Co JP #1	66.08%	80.17%
						Williamson Co JP #2	12.07%	31.11%
						Williamson Co JP #3	17.57%	54.04%
						Grand Total	33.10%	57.31%

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

COUNTY AND DISTRICT COURT COLLECTION STATISTICS

County Court	Net Recovery	Overall Resolution
Anderson County Court	19.99%	35.04%
Brazos County Court	3.55%	100.00%
Comal County Courts at Law	11.10%	18.03%
Gonzales County Court	31.64%	76.67%
Guadalupe County Court	4.33%	5.05%
Hardin County Court	10.85%	19.76%
Hays County Courts at Law	34.81%	40.43%
Lavaca County Court	17.19%	41.70%
Lee County Court	8.28%	46.57%
Leon County Court	27.69%	43.27%
Medina County Court	2.91%	6.12%
Milam County Court	11.87%	97.00%
Taylor County Court	19.83%	36.24%
Grand Total	13.19%	30.26%

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

MUNICIPAL COURT COLLECTION STATISTICS

Municipal Court	Net Recovery	Overall Resolution	Municipal Court	Net Recovery	Overall Resolution
City of Abilene MC	27.59%	56.80%	City of Corinth MC	31.29%	56.48%
City of Albany MC	46.09%	55.92%	City of Corsicana MC	15.61%	57.44%
City of Allen MC	24.48%	43.93%	City of Cuneo MC	21.59%	30.18%
City of Alto MC	20.78%	79.17%	City of Daingerfield MC	19.81%	64.35%
City of Athens MC	22.85%	27.89%	City of De Leon MC	33.50%	67.25%
City of Aubrey MC	29.71%	40.57%	City of Decatur MC	40.98%	76.21%
City of Aurora MC	24.11%	44.74%	City of Devine MC	29.64%	74.14%
City of Baird MC	18.37%	23.28%	City of Dublin MC	28.49%	38.64%
City of Bandera MC	3.60%	4.71%	City of Duncanville MC	15.79%	70.45%
City of Bangs MC	38.78%	51.40%	City of Eagle Lake MC	17.83%	49.78%
City of Bartlett MC	5.49%	31.69%	City of Early MC	19.82%	36.55%
City of Bastrop MC	26.76%	63.39%	City of Eastland MC	22.67%	33.49%
City of Belton MC	29.90%	79.89%	City of Edna MC	15.47%	20.24%
City of Bogata MC	24.54%	42.75%	City of El Campo MC	39.82%	67.74%
City of Brady MC	12.82%	31.12%	City of Elgin MC	24.33%	41.96%
City of Bronte MC	0.00%	0.00%	City of Fairfield MC	12.57%	14.72%
City of Brownfield MC	26.50%	55.38%	City of Ferris MC	20.45%	22.62%
City of Bruceville Eddy MC	28.10%	55.31%	City of Flatonia MC	43.07%	45.92%
City of Bryan MC	23.44%	70.67%	City of Florence MC	31.78%	46.86%
City of Buda MC	26.22%	46.67%	City of Forest Hill MC	20.75%	67.83%
City of Buffalo MC	18.35%	32.19%	City of Gainesville MC	17.29%	61.90%
City of Bulverde MC	24.47%	32.47%	City of Garden Ridge MC	39.91%	51.47%
City of Cameron MC	31.34%	37.69%	City of Garrett MC	30.11%	55.03%
City of Cedar Hill MC	20.86%	55.04%	City of Garrison MC	8.20%	11.80%
City of Cedar Park MC	40.08%	72.18%	City of Georgetown MC	30.69%	70.26%
City of Cisco MC	13.76%	25.92%	City of Giddings MC	43.18%	77.15%
City of Cleburne MC	38.83%	75.99%	City of Godley MC	31.07%	46.35%
City of Clyde MC	32.35%	50.49%	City of Gonzales MC	16.00%	61.01%
City of College Station MC	38.46%	71.66%	City of Gorman MC	6.83%	20.37%
City of Collinsville MC	15.77%	20.65%	City of Granger MC	18.17%	30.43%
City of Comanche MC	20.14%	36.38%	City of Gunter MC	17.02%	22.40%
City of Commerce MC	17.58%	54.43%	City of Hallettsville MC	36.91%	50.43%
City of Conroe MC	33.03%	79.62%	City of Hallsville MC	24.30%	39.93%
City of Coppell MC	20.40%	43.73%	City of Hamilton MC	26.16%	28.45%
			City of Harker Heights MC	22.92%	28.85%

MUNICIPAL COURT COLLECTION STATISTICS (CONTINUED)

Municipal Court	Net Recovery	Overall Resolution	Municipal Court	Net Recovery	Overall Resolution
City of Hillsboro MC	40.56%	51.80%	City of Manvel MC	31.99%	81.38%
City of Honey Grove MC	23.96%	41.90%	City of Marion MC	31.10%	70.89%
City of Hooks MC	13.32%	36.72%	City of Marshall MC	19.43%	46.55%
City of Hubbard MC	13.54%	16.42%	City of McKinney MC	15.62%	31.19%
City of Huntsville MC	23.73%	58.46%	City of Melissa MC	13.30%	18.68%
City of Hutto MC	32.56%	99.75%	City of Merkel MC	24.52%	57.03%
City of Idalou MC	22.32%	31.74%	City of Milano MC	19.16%	30.45%
City of Ivanhoe MC	2.33%	15.53%	City of Miles MC	43.22%	53.98%
City of Jacksboro MC	14.60%	23.05%	City of Mineral Wells MC	21.31%	34.39%
City of Jacksonville MC	19.79%	39.42%	City of Morgan MC	7.06%	8.05%
City of Jarrell MC	7.05%	37.17%	City of Morgan's Point Re	20.15%	78.20%
City of Jewett MC	38.88%	47.38%	City of Moulton MC	24.70%	63.83%
City of Jonestown MC	20.81%	37.52%	City of Nacogdoches MC	30.32%	80.83%
City of Jourdanton MC	14.48%	45.56%	City of Nash MC	23.20%	41.51%
City of Justin MC	28.63%	46.35%	City of Navasota MC	31.99%	82.40%
City of Kempner MC	36.69%	65.76%	City of New Boston MC	17.89%	36.86%
City of Kennedale MC	22.98%	61.19%	City of New Fairview MC	9.76%	37.83%
City of Kermit MC	25.54%	40.68%	City of Newark MC	0.59%	36.76%
City of Krugerville MC	0.00%	74.30%	City of Oak Point MC	11.05%	23.28%
City of Krum MC	16.99%	77.27%	City of Oak Ridge MC	18.55%	25.47%
City of Lacy Lakeview MC	21.33%	74.65%	City of Odessa MC	6.91%	9.03%
City of Lake Dallas MC	27.71%	71.45%	City of Onalaska MC	22.89%	56.98%
City of Lake Worth MC	12.45%	79.15%	City of Orange MC	27.09%	52.52%
City of Lamesa MC	7.02%	29.14%	City of Palestine MC	35.20%	63.14%
City of Lampasas MC	13.00%	30.13%	City of Pflugerville MC	4.09%	4.81%
City of Leander MC	30.69%	48.45%	City of Pilot Point MC	28.26%	71.08%
City of Lewisville MC	38.01%	75.99%	City of Point Comfort MC	41.70%	57.72%
City of Lexington MC	33.59%	45.64%	City of Port Arthur MC	13.03%	67.30%
City of Liverpool MC	1.13%	1.00%	City of Port Lavaca MC	30.87%	69.30%
City of Livingston MC	6.88%	13.40%	City of Post MC	5.32%	5.99%
City of Lockhart MC	20.86%	71.03%	City of Pottsboro MC	30.13%	32.93%
City of Lone Star MC	11.51%	79.99%	City of Ralls MC	11.64%	21.69%
City of Lorena MC	25.42%	30.57%	City of Ranger MC	7.04%	8.24%
City of Lorenzo MC	17.62%	39.39%	City of Rockdale MC	34.66%	71.89%
City of Luling MC	32.76%	85.60%	City of Round Rock MC	30.21%	59.10%

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

MUNICIPAL COURT COLLECTION STATISTICS (CONTINUED)

Municipal Court	Net Recovery	Overall Resolution	Municipal Court	Net Recovery	Overall Resolution
City of Rusk MC	34.22%	49.33%	City of Watauga MC	13.54%	27.01%
City of San Angelo MC	36.41%	69.82%	City of Weimar MC	21.28%	31.25%
City of Sanger MC	15.84%	48.38%	City of Westworth Village MC	0.00%	0.00%
City of Sansom Park MC	19.79%	48.00%	City of Whitesboro MC	19.17%	24.74%
City of Santa Anna MC	31.81%	75.76%	City of Whitney MC	27.98%	56.31%
City of Seabrook MC	28.36%	37.01%	City of Willis MC	26.03%	41.13%
City of Seven Points MC	20.78%	41.67%	City of Windcrest MC	10.94%	15.85%
City of Sherman MC	17.61%	57.81%	City of Winfield MC	29.86%	48.02%
City of Shiner MC	37.50%	66.36%	City of Wink MC	13.02%	38.61%
City of Smiley MC	18.17%	19.72%	City of Winters MC	7.15%	5.77%
City of Smithville MC	21.08%	38.61%	City of Woodville MC	13.65%	33.87%
City of Snyder MC	21.70%	34.04%	City of Wortham MC	37.54%	46.40%
City of Sour Lake MC	36.55%	65.64%	City of Yorktown MC	12.80%	48.11%
City of Streetman MC	18.91%	20.97%	Lago Vista MC of Record, No	11.97%	17.34%
City of Sundown MC	7.60%	23.71%	Minors of Corsicana MC	0.41%	98.30%
City of Sweetwater MC	10.63%	24.46%	Town of Argyle MC	42.35%	62.58%
City of Tahoka MC	29.12%	53.58%	Town of Buckholts MC	33.80%	41.70%
City of Taylor MC	38.31%	82.15%	Town of Copper Canyon MC	44.92%	67.35%
City of Teague MC	31.93%	91.37%	Town of Cross Roads MC	20.05%	55.54%
City of Temple MC	27.02%	68.44%	Town of Double Oak MC	39.50%	60.41%
City of Thorndale MC	24.56%	33.22%	Town of Hickory Creek MC	31.99%	72.93%
City of Thrall MC	13.46%	23.29%	Town of Highland Park MC	31.54%	80.30%
City of Three Rivers MC	40.21%	79.90%	Town of Hollywood Park MC	22.67%	31.35%
City of Tioga MC	16.35%	29.08%	Town of Lakeside MC	4.71%	7.58%
City of Todd Mission MC	21.42%	24.58%	Town of Little Elm MC	36.92%	61.28%
City of Trenton MC	16.82%	23.64%	Town of Oak Ridge MC	19.77%	26.35%
City of Tye MC	43.80%	84.03%	Town of Shady Shores MC	16.27%	27.69%
City of Valley Mills MC	13.44%	16.06%	Grand Total	26.09%	59.35%
City of Valley View MC	11.98%	16.74%			
City of Van Alstyne MC	24.79%	52.79%			
City of Venus MC	14.01%	40.32%			
City of Victoria MC	24.41%	60.07%			
City of Waco MC	18.69%	65.39%			
City of Wake Village MC	12.93%	26.62%			
City of Wallis MC	29.01%	56.12%			

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

ESTIMATED RECOVERY RESULTS

Based on the frequency and age of cases historically submitted by Brazos Justice Courts, we would expect to continue with an overall average of all courts combined of at least a 32% to 40% Net Recovery with this number growing each year. Based on historical data, we would expect for each court's recoveries to continue to increase over time as we continue to work all cases in our system. The success depends largely on the age of cases submitted and timely and consistent submission of cases.

Please see Brazos Justice Court statistics on the following pages 22 through 25.

Brazos County, Texas

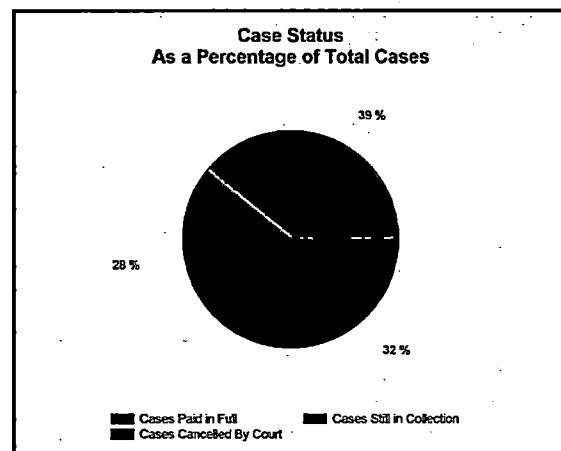
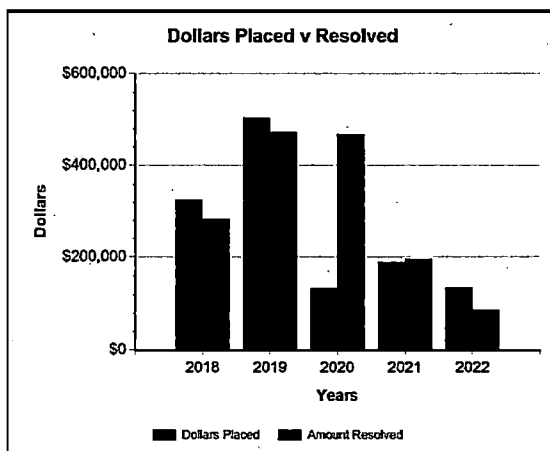
RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

BRAZOS COUNTY STATISTICS

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
Brazos County Justice of the Peace Court #1
December 05, 2006 - June 23, 2022

	2017 and Prior	2018	2019	2020	2021	2022	Total	%
Cases Placed	9,975	567	1,017	236	344	229	12,368	
Dollars Placed	\$4,038,438.00	\$325,398.22	\$504,137.11	\$133,946.41	\$188,703.26	\$135,784.74	\$5,326,407.74	
Cases With Partial Payment	53	5	16	26	24	15	139	
Partial Payments Reported	\$5,625.33	\$613.80	\$1,781.23	\$5,271.79	\$6,570.32	\$2,417.24	\$22,279.71	
Cases Paid in Full	2,433	408	551	216	289	110	4,007	32.40%
Dollars Paid in Full	\$824,187.41	\$152,620.12	\$215,587.86	\$93,161.31	\$124,353.27	\$44,584.33	\$1,454,494.30	27.31%
Cases Cancelled By Court	1,888	183	514	780	95	60	3,520	28.46%
Dollars Cancelled By Court	\$680,957.51	\$94,157.71	\$220,322.05	\$364,652.82	\$47,454.84	\$31,608.99	\$1,439,153.92	27.02%
Cases Resolved	4,326	591	1,067	996	384	171	7,535	60.92%
Dollars Resolved	\$1,582,769.21	\$282,250.08	\$472,519.08	\$468,729.93	\$195,187.45	\$88,148.40	\$3,089,604.15	58.01%
Cases Still in Collection							4,833	39.08%
Dollars Still in Collection							\$2,236,803.59	41.99%



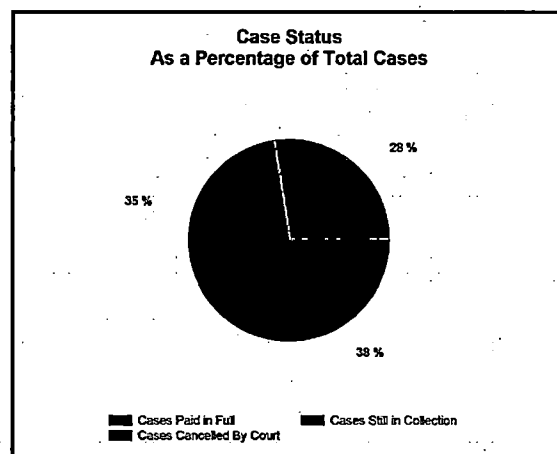
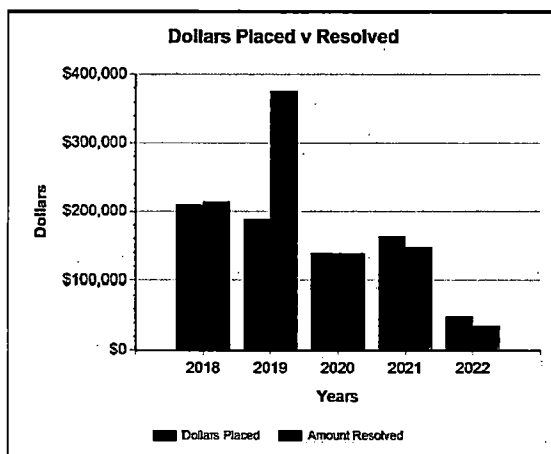
Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
Brazos County Justice of the Peace Court #2
December 06, 2006 - June 23, 2022

	2017 and Prior	2018	2019	2020	2021	2022	Total	%
Cases Placed	7,006	460	395	295	344	107	8,607	
Dollars Placed	\$3,190,147.00	\$210,439.53	\$187,992.81	\$139,354.50	\$163,182.57	\$49,613.27	\$3,940,729.68	
Cases With Partial Payment	59	19	16	22	44	30	190	
Partial Payments Reported	\$9,102.03	\$2,932.53	\$2,129.90	\$4,487.27	\$8,522.91	\$6,305.13	\$33,479.77	
Cases Paid in Full	1,872	467	335	248	254	71	3,247	37.73%
Dollars Paid in Full	\$693,607.05	\$160,355.38	\$120,525.97	\$84,101.25	\$103,014.39	\$29,846.66	\$1,193,450.70	30.29%
Cases Cancelled By Court	2,314	50	469	80	66	3	2,982	34.65%
Dollars Cancelled By Court	\$1,117,358.13	\$17,171.69	\$227,899.49	\$34,225.10	\$32,511.44	\$1,566.50	\$1,430,732.35	36.31%
Cases Resolved	4,194	517	805	328	320	76	6,240	72.50%
Dollars Resolved	\$1,928,712.42	\$214,221.48	\$376,000.45	\$138,670.00	\$147,984.47	\$35,631.83	\$2,841,220.66	72.10%
Cases Still in Collection							2,367	27.50%
Dollars Still in Collection							\$1,099,509.02	27.90%



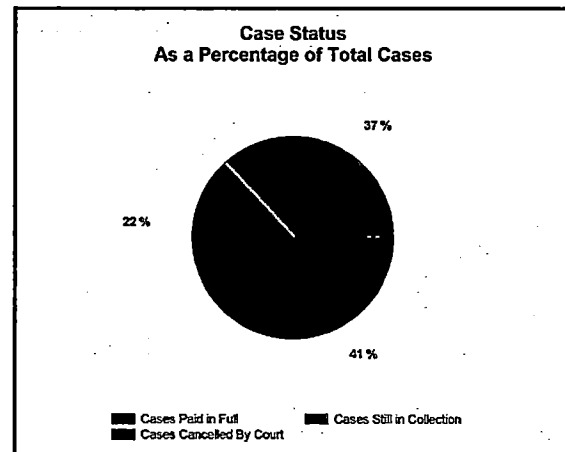
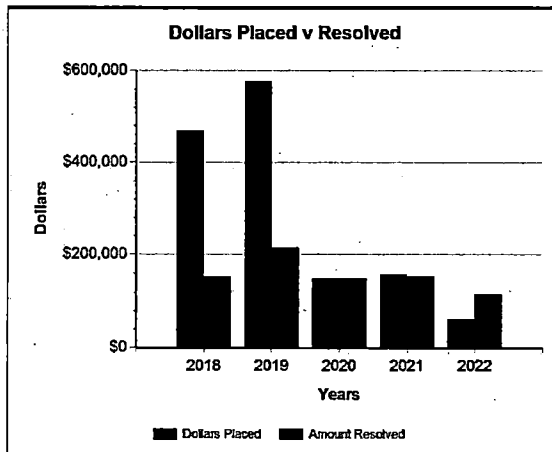
Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
Brazos County Justice of the Peace Court #3
December 11, 2006 - June 23, 2022

	2017 and Prior	2018	2019	2020	2021	2022	Total	%
Cases Placed	1,404	1,032	1,330	333	325	125	4,549	
Dollars Placed	\$622,421.27	\$569,815.95	\$575,537.54	\$147,853.82	\$156,811.46	\$61,455.29	\$2,033,895.33	
Cases With Partial Payment	1	23	27	26	35	38	150	
Partial Payments Reported	\$20.00	\$5,428.47	\$6,653.48	\$4,648.20	\$7,495.71	\$9,166.54	\$33,412.40	
Cases Paid in Full	451	259	391	295	300	157	1,853	40.73%
Dollars Paid in Full	\$179,659.79	\$104,292.26	\$151,643.87	\$115,333.95	\$127,581.09	\$46,430.88	\$724,941.84	35.64%
Cases Cancelled By Court	642	91	114	50	37	83	1,017	22.36%
Dollars Cancelled By Court	\$290,786.30	\$40,935.57	\$51,523.42	\$25,094.81	\$19,125.08	\$45,195.02	\$472,660.20	23.24%
Cases Resolved	1,093	350	505	345	337	240	2,870	63.09%
Dollars Resolved	\$480,272.25	\$150,451.09	\$214,823.75	\$147,750.68	\$152,313.04	\$115,996.24	\$1,261,607.05	62.03%
Cases Still in Collection							1,679	36.91%
Dollars Still in Collection							\$772,288.28	37.97%



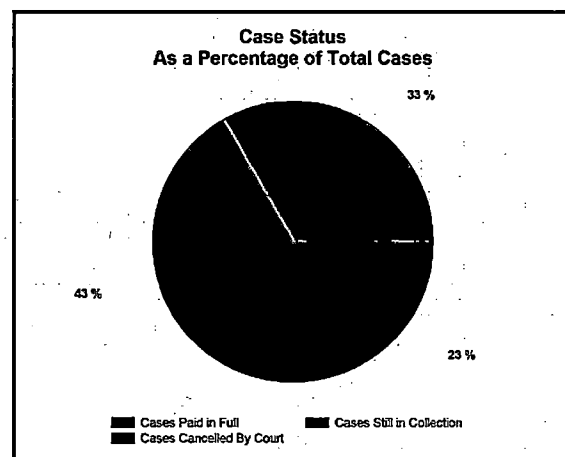
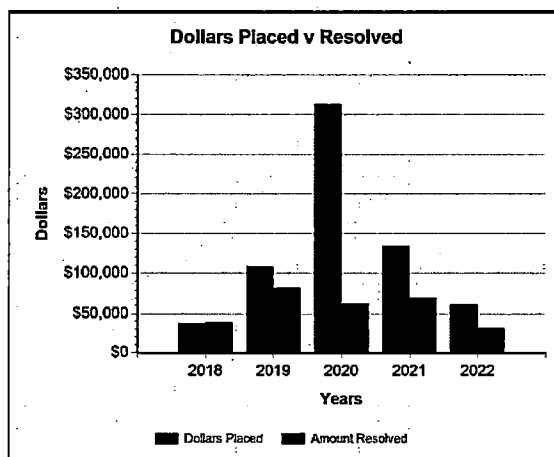
Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
Brazos County Justice of the Peace Court #4
December 11, 2006 - June 23, 2022

	2017 and Prior	2018	2019	2020	2021	2022	Total	%
Cases Placed	2,818	166	300	679	320	158	4,441	
Dollars Placed	\$908,027.75	\$37,413.54	\$108,155.84	\$312,776.59	\$134,406.85	\$62,003.50	\$1,562,784.07	
Cases With Partial Payment	8	5	11	10	17	5	56	
Partial Payments Reported	\$914.80	\$100.00	\$2,121.53	\$962.37	\$2,967.32	\$763.40	\$7,829.42	
Cases Paid in Full	415	139	182	109	135	59	1,039	23.40%
Dollars Paid in Full	\$123,271.86	\$38,289.79	\$50,866.22	\$39,073.47	\$45,602.82	\$19,233.39	\$316,337.55	20.24%
Cases Cancelled By Court	1,688	83	35	51	35	20	1,912	43.05%
Dollars Cancelled By Court	\$495,278.25	\$1,440.60	\$17,025.57	\$18,187.24	\$17,440.47	\$9,429.96	\$558,802.09	35.76%
Cases Resolved	2,104	223	226	162	170	79	2,964	66.74%
Dollars Resolved	\$621,549.96	\$39,094.23	\$82,411.66	\$62,114.36	\$69,885.10	\$32,066.71	\$907,122.02	58.05%
Cases Still in Collection							1,476	33.24%
Dollars Still in Collection							\$655,100.45	41.92%



Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

PERFORMANCE GUARANTEE

MVBA believes that the collections that have been achieved for our clients speak for themselves. Our percentages are often times well above industry standards and always exceed the national averages. MVBA expects to realize significant results with our collection program as evidenced over the past contract period. The level of success depends on several factors; the age of cases and the frequency of cases turned over for collections, quality of data, type of court software, court policies, procedures, and proactive cooperation and participation in the collection program. MVBA has evaluated our success with these key elements in mind.

Currently our overall net recovery percentage for Brazos County Justice Courts ranges from 22% to 37% an overall resolution of cases between 46% to 72%. We expect our rates to continue to increase over time as we work all cases in the County's portfolio.

Because our success is directly contingent on the above aforementioned factors, it is impossible to accurately predict a collection percentage or guarantee a level of performance (collections) that is subject to a penalty. This is a common practice in other areas of our practice, such as property tax collection. It is much easier to calculate this guarantee in property tax because of the type of collections and the lien that is securing the payment. The collection of delinquent fines and fees involves intense skip-tracing, letter writing and telephone campaigns and there is no ultimate penalty that can be used by the collector short of referring the case back to the court for issuance of a warrant or execution of a warrant if the defendant can be located locally. MVBA has no control over the actions of the court. We are not able to determine how many cases/dollars will be placed for collection and subsequently disposed of due to dismissals, deferrals, purging of cases based on age, or other actions of the court. These controls prohibit our ability to predict a recovery percentage of cases resulting in actual revenue realized.

If, however, this section is addressing a guarantee that certain actions will be taken by MVBA to collect the delinquent cases, there are procedures that we guarantee will be utilized. In depth skip-tracing, mailing of multiple letters and the numerous phone calls will be used in the collection process. The work plan described in the proposal details the collection efforts that will be utilized in the collection of the delinquent cases. This performance can be supported by our current debt collection clients and the statistical reporting utilized by MVBA.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

SYSTEM CONCEPT AND SOLUTION

MVBA understands that the County is seeking a total solution for the collection and resolution of outstanding court fines, fees and costs. MVBA understands that Brazos County will refer for collection past due or delinquent court fees and costs in accordance with the Code of Criminal Procedure, Article 103.0031. MVBA will begin work immediately once the County has exhausted all reasonable and prudent efforts to collect the past due and delinquent cases and refers them for collection in an attempt to collect and/or resolve the cases/warrants.

All collection efforts either in writing or by telephone along with any other collection related activities will strictly comply, where applicable, with the Consumer Credit Protection Act, Texas Debt Collection Act, Fair Debt Collections Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), Driver's Privacy Protection Act (DPPA), and all other state and federal laws relating to debt collection.

The Firm assumes all responsibility for the action and methods employed by our staff to collect the past due and delinquent accounts. MVBA shall indemnify and hold the County harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this proposal. Once the County has referred warrants/accounts for collection, MVBA begins the collection process.

MVBA has been successfully collecting outstanding fines and costs for Brazos County since 2006. We have tailored the collection program to meet the unique requirements of each Court. The collection program is managed and executed by qualified staff employed by MVBA. The only responsibilities for the County staff in the collection process is the transferring of data, the receipting of money and remitting fees due MVBA.

MVBA understands your court cases require very special attention. In addition to the work plan above, the items being collected are carefully examined to ensure the information provided is correct. The confidentiality of the information in these accounts is a high priority of MVBA and in strict compliance of all Federal and State laws. Disputes by the defendant will be handled in a timely manner and in accordance FDCPA and other state and federal law.

PROJECT MANAGEMENT PLAN

The MVBA team has gained wisdom from implementing solutions for hundreds of Texas clients similar to you and already has a solid, successful program in place for the County. The County has a devoted, qualified and effective Project Management Team. MVBA implements our program within thirty days upon contract receipt, providing the County or Court is ready to begin implementation. In addition to initial implementation, the same process occurs when a new Justice of the Peace is elected into office. This ensures that the program is always in line with the specific needs of each Judge's policies and procedures. MVBA receives files electronically and processes these account files within 24 hours of receipt.

After a thorough pre-implementation meeting with MVBA staff and County staff, goals and timelines are established. MVBA understands that each Justice Court is unique and we customize our program to the needs of each individual court. Your MVBA Project Manager organizes internal processes within MVBA to accommodate each Court's time-lines, guidelines and processes. Your MVBA Project Manager ensures your needs are considered every step of the way. These steps include:

- Project planning and implementation meeting
 - MVBA facilitation; internal set-up of client, secure FTP set-up
 - Review of each Justice Court's work plan with MVBA staff
 - Collaboration with County software vendor, testing
 - Electronic File Transfer
 - End-user training and tips on how to manage and transfer files
 - Providing and reviewing with you a comprehensive procedures manual
 - Ensuring your staff is comfortable and ready to begin the program
 - Ongoing on-site consultation and reporting (monthly and quarterly or as frequently as needed).
-

Brazos County, Texas

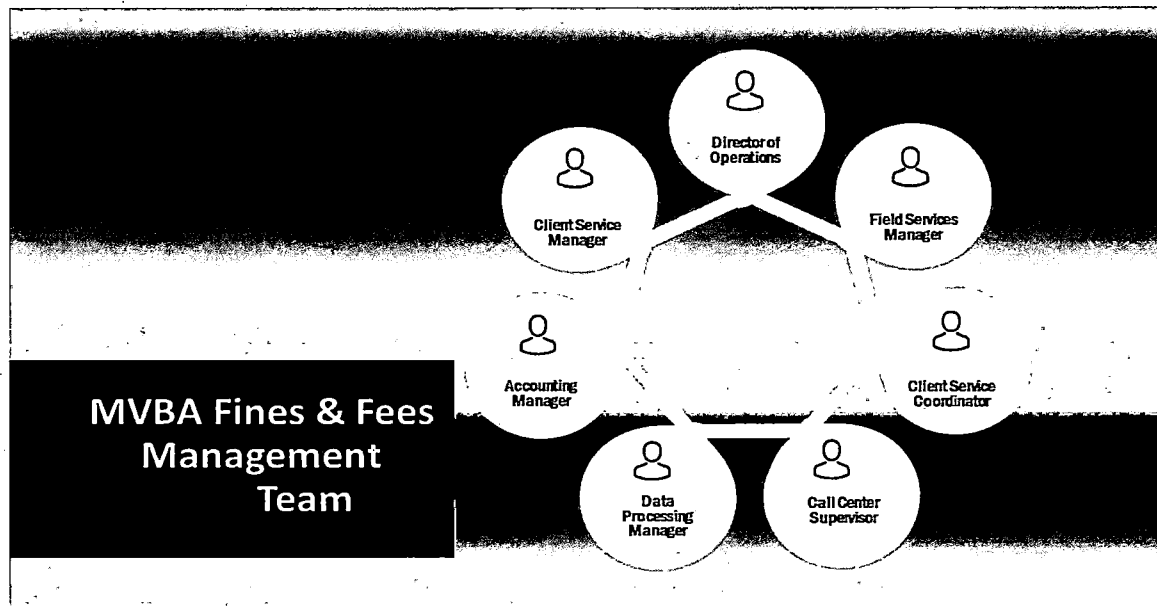
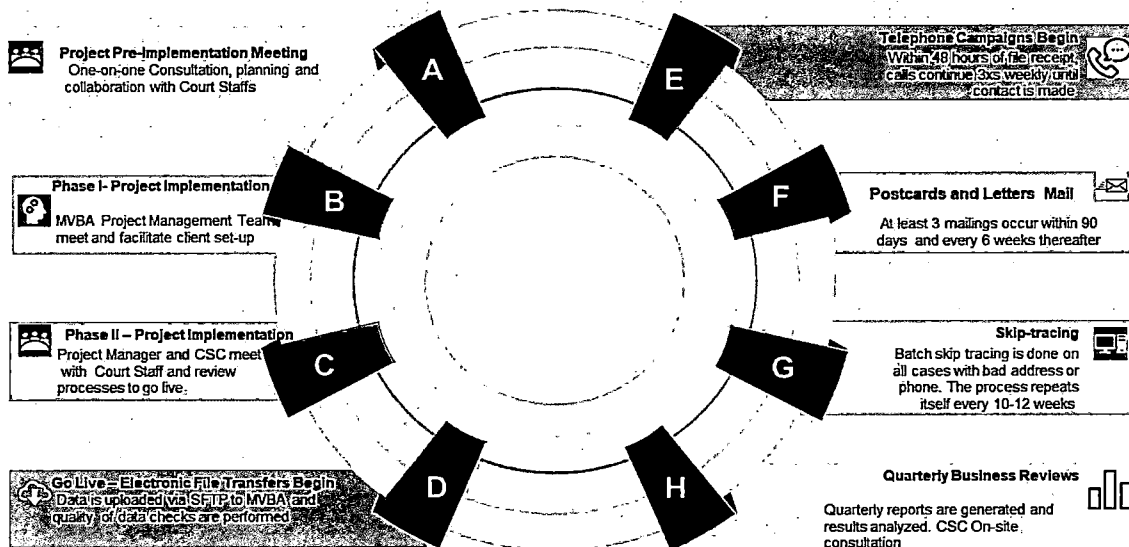
RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

PROJECT IMPLEMENTATION AND MAINTENANCE PLAN

MVBA has a successful collection program already established with Brazos County. The charts below depict our methodology for implementation and the ongoing maintenance of our tailored program within each court. The process is managed by the MVBA Management Team.

Brazos County Collection Project Plan Overview



PROJECT MANAGEMENT AND STAFFING

MVBA has a staff of 165 employees including nineteen attorneys, with an average tenure of fourteen years, in twenty-one offices in the State of Texas.

Attorneys - the Firm consists of eighteen Attorneys with collectively over two-hundred years experience in managing Debt Collection Programs for local governments.

- Two attorneys have over twelve years of municipal law experience while serving as Assistant City Attorneys.
- One attorney with ten years experience in the practice of criminal law, eight years as an Assistant District Attorney.
- Two attorneys are also Certified Public Accountants.

Professional Staff - the Firm's professional staff is located at the Round Rock office and consists of:

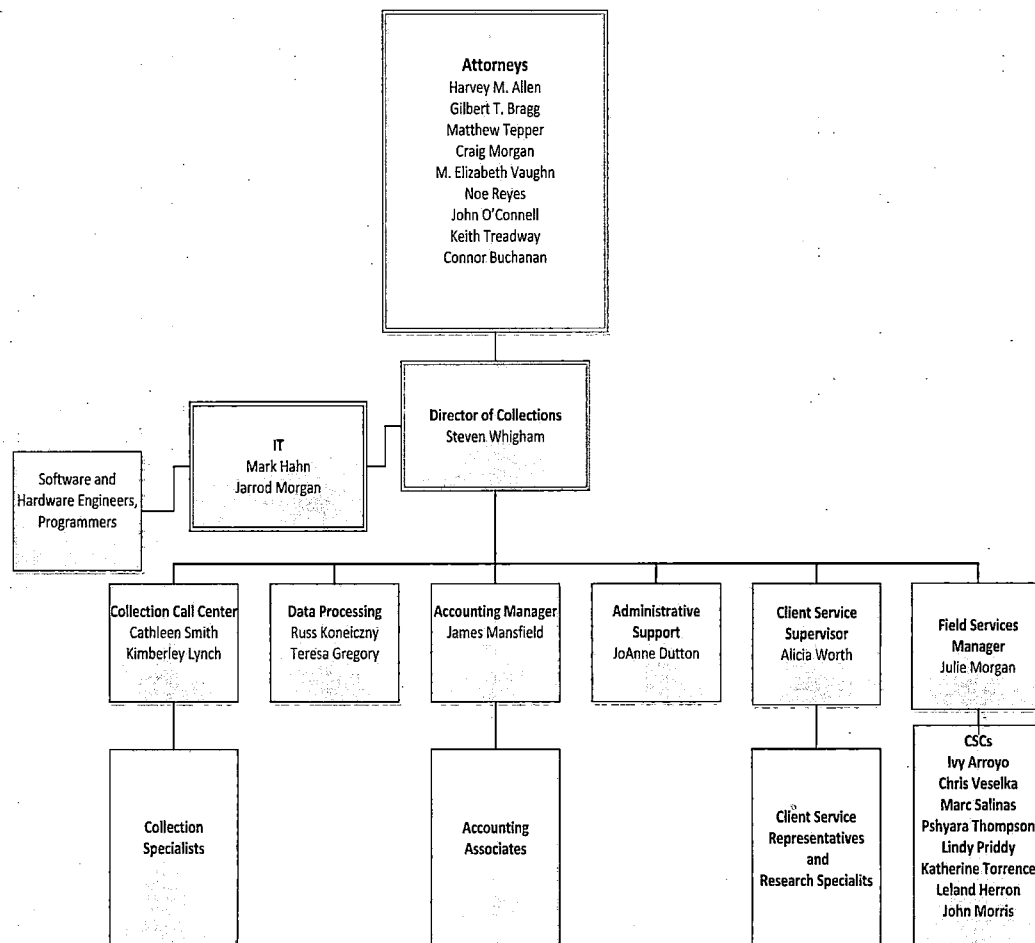
- Attorneys
- Director of Operations
- Field Services Manager
- Client Services Coordinators (mobile throughout the State)
- Internal Client Service Manager and Representatives
- Information Technology Director, Programmers and Engineers
- Data Managers
- Accounting Manager and Associates
- Administrative Assistants
- Collection Specialists

MVBA has forty-eight employees that are directly committed to the collection of delinquent fines, fees, and accounts receivable. Of this number, forty employees are directly involved in the daily collection of the delinquent cases/accounts for the County. This staff is composed of a diverse and qualified group of men and women that includes bi-lingual speaking representatives; enabling our firm to effectively communicate and collect funds from a varied population.

KEY PERSONNEL FLOWCHART

The following flowchart depicts the management structure of MVBA's Fines & Fees Division and the lead personnel and staffing that is responsible for the Brazos County Project.

MVBA Fines and Fees Personnel Flowchart



Brazos County, Texas

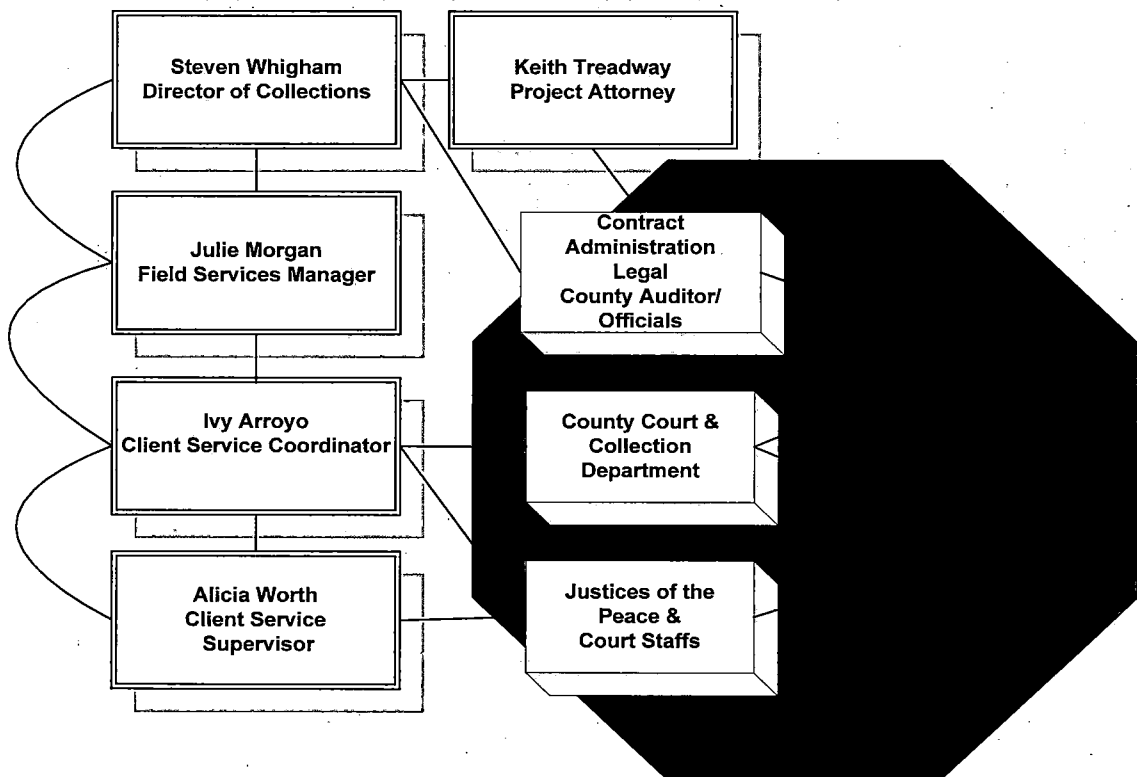
RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

PROJECT MANAGEMENT TEAM

The MVBA Project Management Team consists of the individuals identified in the chart below.

Brazos County Project Management Team



KEY MANAGEMENT TEAM AND QUALIFICATIONS

ATTORNEYS

Harvey M. Allen, President, is the attorney responsible for the Debt Collections program. He has been a member of the Firm since 1981. Mr. Allen serves as a legal counsel and administers the Debt Collection Program and is also a Certified Public Accountant. Mr. Allen is a member of the State Bar of Texas and is admitted to practice in Federal Courts. Mr. Allen is the partner responsible for the delinquent tax collection programs in Williamson County, Midland Central Appraisal District, Bowie Central Appraisal District, and the Tax Appraisal District of Bell County, among others. He is active in all phases of MVBA's work, including trial and appellate practice involving both collection and appraisal matters. A certified public accountant, Mr. Allen formerly worked on the audit staff of one of the major Certified Public Accounting firms in Houston. Mr. Allen is a member of the Texas Society of Certified Public Accountants. Mr. Allen attended Baylor University and obtained a B.A. degree in 1975. He entered graduate school and received a Masters in Business Administration degree in 1977. After working in public accounting, he returned to Baylor University School of Law and received a Doctor of Jurisprudence degree in 1981. Mr. Allen is a member of the State Bar of Texas and is admitted to practice in Federal Courts.

Gilbert T. Bragg, Managing Attorney, is available to consult with County officials and staff regarding the status of the collection program. Mr. Bragg has over thirty-eight years experience in collection law. He is the managing partner for the MVBA delinquent tax collection programs in Comal and Hays counties. He has been a member of MVBA since 1978. Over the years Mr. Bragg has worked with virtually all of the Firm's clients, providing legal advice and representation in all phases of delinquent tax collection litigation. He is a member of the State Bar of Texas and its committee on Ad Valorem Taxation. Mr. Bragg attended Baylor University on a United States Air Force ROTC scholarship. He received a B.B.A. degree in 1972 along with a commission as a Second Lieutenant in the Air Force. He received his Doctor of Jurisprudence degree from the Baylor University School of Law in 1973. After graduation from law school, he was promoted to the rank of Captain. He was a Judge Advocate in the United States Air Force from 1974 until 1978.

Matthew Teppar, Shareholder, is available to consult with County officials and staff. Mr. Teppar joined MVBA in 2005, and has handled numerous cases in Texas state and federal trial and appellate courts. Prior to joining MVBA, Mr. Teppar was an Assistant Attorney General for the State of Texas. He provides legal representation in the areas of appraisal district litigation, property value study litigation and general litigation. He joined MVBA in August, 2005, and has handled numerous cases in Texas state and federal trial and appellate courts. Prior to joining MVBA, Mr. Teppar was an Assistant Attorney General for the State of Texas where he litigated civil rights, tort, and employment lawsuits on behalf of the state's law enforcement agencies and officers. Mr. Teppar attended the Baylor University School of Law and received a Doctor of Jurisprudence degree in 2000. He is a member of the State Bar of Texas, the Bar of the United States District Court for the Western District of Texas, and of the Fifth Circuit Court of Appeals.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

M. Elizabeth "Liz" Vaughn, Shareholder, is available to consult with County officials and staff. Ms. Vaughn joined the firm in 2008 and has practiced in this field for over twelve years. Ms. Vaughn joined the firm in 2008 and is the managing Partner in our Longview office handling all aspects of delinquent property tax matters. Ms. Vaughn has practiced in this field since 2000 and has experience representing a varied group of taxing entities, large and small, rural and metropolitan. Ms. Vaughn received her Bachelor of Arts degree in Business Administration from Austin College in Sherman, Texas in 1994. After doing post-baccalaureate work at Baylor University in Waco, Texas, she received a J.D. from St. Mary's University School of Law in 1999, and simultaneously completed her M.B.A. there.

Craig Morgan, Managing Attorney, is available to consult with County Officials and staff. Mr. Morgan joined MVBA in July 2006. He is the managing attorney that oversees the delinquent tax collection efforts in Williamson County, Milam and Denton Counties. Mr. Morgan has a Bachelor of Arts degree in political science from Texas Tech University (1993) and a MBA from Southwest Texas State University (2001). Craig graduated from the University of Tulsa College of Law in 2005, where he was elected President of the Student Bar Association. Additionally, he served as an Editor for the Tulsa Law Review Journal and was a member of Phi Delta Phi Honorary Legal Fraternity. Mr. Morgan resides in Round Rock, Texas and serves on the St. David's Round Rock Medical Center Board of Trustees, is a current member of the Rotary Club of Round Rock, has served as a councilmember in Round Rock, and currently serves as the Mayor of Round Rock. Prior to law school and coming to MVBA, Mr. Morgan was employed as the Tourism Development Director for the State of Texas. In this capacity, he traveled throughout the State of

Keith Treadway, Shareholder, is the **Project Attorney** for the Brazos County project. Mr. Treadway joined McCreary, Veselka, Bragg & Allen in May, 2012. Mr. Treadway manages property tax matters in Brazos County out of our Bryan, Texas local office. Mr. Treadway earned a Bachelor of Business Administration degree in Management from Texas A&M University (2006) and graduated from The University of Texas School of Law (2009) where he was Staff Editor of the Texas Journal of Oil, Gas, and Energy Law. Keith has lived in Bryan, Texas since graduating from law school.

Upon graduating from law school, Keith was employed by WT Cattle, a cattle brokerage company, where he handled both legal and business matters for the company. He facilitated the sale process; ensuring that cattle sales were successfully executed. Much of his work there was dedicated to continually improving the entire sale process to maximize profit. He negotiated sales contracts, eminent domain proceedings and leasing issues for the business. During law school Keith worked for the Austin Independent School District's Office of the General Counsel. His work there included responding to Public Information Act Requests and dealing with legal issues related to special education, workers' compensation, and various school policies.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

DIRECTOR OF OPERATIONS

Steve Whigham is Director of Operations and has assisted MVBA clients in collection matters for twenty-seven years. In 2001 he was critical in the launching of the Fines & Fees Division. He became Director of Client Services in 2004 and in 2008 he became Director of Collections. Mr. Whigham directly manages the operations and administration of the collection program. He is the individual that will coordinate and resolve all business matters between the County and MVBA. He continually seeks, analyzes and implements cutting-edge technological solutions that enhance efficiencies for MVBA staff and our clients. Mr. Whigham is well versed in all major court software export programs. Mr. Whigham is the current President of the American Collectors Association of Texas. He also serves on the Executive Committee. In the past he has served as a unit Director for the American Collectors Association of Texas as well as serving on the American Collectors Association International (ACA) Membership Committee; Public Relations Committee; and Legislative Committee.

Through ACA International he is certified as a;

- Certified Professional Collections Specialist
- Certified Credit and Collection Compliance Officer
- Certified Healthcare Collection Management Professional

FIELD SERVICES MANAGER

Julie Morgan is Field Services Manager. Ms. Morgan has thirty years experience in receivables management services including eighteen years experience in county, justice and municipal court collections. After studying marketing and communications at Southwest Texas State University, she launched her financial management career with Dun & Bradstreet Business Credit Services/NA obtaining certification in Dun & Bradstreet's Credit and Financial Analysis education programs. After ten years as a D&B Consultant, Ms. Morgan was recruited by Gila Corporation to manage a staff of eight Client Services Representatives and a portfolio of over 800 government clients. Ms. Morgan began her career with MVBA in 2004. She currently serves as Field Services and Communications Manager. Ms. Morgan leads a team of nine Client Service Coordinators. She uses her knowledge of receivables management and court processes to assist prospects and clients in implementing and maintaining innovative collection solutions that enhance performance. As a qualified manager in product, personnel, and project management, Ms. Morgan possesses excellent communication skills and continually provides insight into developing new ways to enhance services to our clients. Ms. Morgan is well versed in all major software export programs and has a comprehensive understanding of MVBA's collection software and processes.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

CLIENT SERVICES COORDINATORS (CSCs)

Personal service has been the hallmark of MVBA since 1961. Our Client Services Coordinators (CSCs) are on-site with our clients and assist in the technical implementation and education of our program. They are very knowledgeable in operations and trained in the collection export procedures of client software programs. They are continually on-site with clients to implement and monitor the collection program. MVBA has ten CSCs that serve our fines & fees clients in the State of Texas.

We have expanded our field staff in direct proportion to our growth, this ensures that our clients receive the quality of service they deserve and all CSCs have a manageable workload that never impedes on their ability to service our clients quickly and effectively. One of our Client Services Coordinators (CSC) is a former Chief Justice Clerk with 14 years experience and two of our CSCs are former Texas City Marshals with collectively over 30 years experience in collecting Class C misdemeanor warrants. This group of qualified professionals provides day-to-day on-site support to you and your staff.

Ivy Arroyo Lindy Priddy Chris Veselka Katherine Torrence
Leland Herron Marc Salinas John Morris Pshyara Thompson

CLIENT SERVICE COORDINATOR/PROJECT MANAGER

Ivy Arroyo is Client Service Coordinator and serves as a dedicated on-site representative and Project Manager for the Brazos County Project. Mr. Arroyo graduated with a BBA from the University of Texas and joined MVBA in 2008. Prior to joining MVBA he was the CEO/Owner of a successful imaging company. Mr. Arroyo is well versed in all court export programs. Mr. Arroyo is able to train personnel in the export process and is also available to pull delinquent case files for the courts. He makes regular visits to ensure the program is working in a seamless manner. Mr. Arroyo has a thorough knowledge of MVBA's collection processes and systems.

CLIENT SERVICE SUPERVISOR

Alicia Worth is Client Service Supervisor and Client Service Liaison. Ms. Worth joined MVBA in 2009 and manages the technical functions of MVBA's telephony technology, client web access, statistical reporting and data management flow. She assists clients with day-to-day questions and issues. Ms. Worth supervises a staff of five internal Customer Service Representatives and Information Research Specialists.

INFORMATION TECHNOLOGY & DATA MANAGEMENT

MVBA's Information Technology Management Team consists of a Network & Systems Administrator, Data & Security Architect, System Analysts, and Hardware and Software Programmers and Developers.

Russ Konieczny is the Data Administration Manager. He coordinates, processes, and manages data files and provides MVBA computer support to clients. Mr. Konieczny joined MVBA in 2003 and has over thirteen years experience in data file management and collection industry experience. He is a Certified Professional Collections Specialist by ACA International.

Teresa Gregory is the Data and Software Associate. She coordinates, processes, and manages data files and provides MVBA computer support to clients. Ms. Gregory joined MVBA in 2006 and seventeen years of experience in instruction and data file management. She is a Certified Professional Collections Specialist by ACA International.

ACCOUNTING

James Mansfield is the Accounting Manager. He maintains all client funds in the MVBA Trust Account, posts payments to the collection system, and invoices clients for fees due the Firm. He also supervises the work of three associates. Mr. Mansfield joined MVBA in 2002 and has over ten years accounting management experience. He is a Certified Professional Collections Specialist by ACA International.

COLLECTION CALL CENTER

Cathleen Smith is the Collections Center Supervisor. She manages the call center staff in the communications with defendants and monitors collections. Ms. Smith joined MVBA in 2003 and has over twenty-one years of call center/collections management experience. She is a Certified Professional Collections Specialist. Ms. Smith supervises twelve Collection Specialists.

ADMINISTRATION

JoAnne Dutton is the Administrative Assistant and Lead Research Coordinator. Ms. Dutton manages all disputed matters. She serves as the Administrative Assistant to the Director of Collections and Field Services Manager. Ms. Dutton joined MVBA in 2002 and has over fifteen years experience in office administration. She is a Certified Professional Collections Specialist by ACA International.

DATA EXCHANGE

MVBA collection software is built on the latest Microsoft.Net® development and SQL Database technologies. Our software interfaces with all major software vendors. It automates and supports all aspects of our collection program. This includes skip tracing, the call center, payment processing, reporting, accounting, invoicing, and data file transfers. MVBA interfaces with all major court management software programs. MVBA maintains an excellent working relationship with Tyler Technologies and has been interfacing with Odyssey since its inception. MVBA absorbs any costs associated with the process of software interfacing.

RECEIPT AND TRANSFER OF DATA

MVBA works with clients to establish efficient and easy to use procedures for transferring account data from the client's computer. MVBA has the capability to receive data through a secure connection over the internet through our SFTP site in various formats. Court staff can utilize this SFTP site to transfer accounts immediately. MVBA can transfer current data obtained from our research back to the County via the SFTP.

INITIAL IMPORT OF COUNTY DATA

Specially designed programs provide the efficient import of data electronically from any file format. Data is loaded into our system the day it is received. It is then verified and compared with the data received thereby reducing the opportunity for error at the very beginning of the process. A complete inventory of accounts received is returned to the client for approval. Upon client approval of the "Inventory Report," letters are generated and mailed within 24 hours.

NETWORK AND TECHNOLOGY

MVBA has the most advanced hardware and software available for use in a Debt Collection Program. Dell Inc. servers and PCs using Microsoft Windows XP Professional Operating System provide the open architecture that is compatible with the County's software vendor. MVBA uses a national debt collection software package that has been customized to MVBA specifications to receive, data mine, process, and disseminate the information provided by clients in a variety of letters, reports, legal proceedings, and electronic medium. MVBA software interfaces with LT Systems software. Our computer resources enhance communications with clients through the Internet or modem. The preferable delivery method for data transfer is email or Safe File Transfer Protocol (SFTP). MVBA's secure network allows each client to send and receive information at the frequency they desire.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

Software: Latitude Software is an advanced Collection Management System developed from today's standards in Information Technology. It delivers powerful features and functions standard in a true windows environment. Latitude Software includes an intuitive, easy-to-use GUI interface that allows you to perform cross queries by client/product/date received ranges/pay date ranges/work date ranges/good & bad addresses/best time to contact ranges/balance ranges/collector queues/etc. Once the County criteria are isolated, we can then move/export/ document /etc. the County's cases, managing the County's inventory. The Latitude Collection System provides the flexibility necessary to best serve our government client base.

Real-time Changes and Status Reports: We have the ability to make changes to cases immediately as well as view current status reports. This provides the opportunity to maintain accurate records and alerts us to any needed changes to the collection program. For example, when a case is paid online or we are notified by the County that a case has been paid, the case is immediately updated and removed from collection activity, including a dialer campaign.

IT Staff: MVBA has 2 full-time network administrators, 4 data information managers and 6 programmers on staff as well as our collection software vendor to analyze and implement enhancements to our collection program.

Hardware: The IT staff at MVBA employs the latest in technology for their networking and storage architecture. The computers and servers in the central Round Rock office run over gigabit ethernet via DELL switches. MVBA runs MS Windows Server 2003 on all production servers in a virtualized environment utilizing an EMC Clariion CX310 processor and SAN with 2 Terabytes RAID 5 and 1/0 storage. VMWare ESX server software runs the virtual servers on three DELL PowerEdge 2950 servers; each have 12 GB of RAM and 2 quad core Xeon 2.66 Ghz processors. The PowerEdge servers are connected to the SAN via redundant Brocade switches. The configuration of these servers provide complete failover in the event of a hardware failure; virtual servers will "migrate" to one of the other servers with absolutely no downtime or interruption to the users connected and zero loss of data.

TELEPHONY TECHNOLOGY

Through our sophisticated telephone architecture, our collection specialists can process up to 200 accounts per shift. One of the most productive aspects of our technology is the system is co-resident with our Latitude Software. Every collector is connected to the telephone system through our collection system. This seamless integration overcomes the traditional problems associated with a standalone system that limits the number of collectors available for any given campaign. The system allows for the configuration of up to 8000 accounts per shift, relaying operator intercepts, busy signals to retry, and marking notes accordingly on each account in MVBA's Collection Software.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

All phone numbers provided by client are scrubbed to determine whether they are a landline or cell phone. All phone numbers discovered while skip tracing are also verified either landline or cell phone. We use state of the art dialing technology for all of the landlines. Cell phones are placed in this technology once consent is received from the defendant. There are no "Robo Calls". All calls are attended by a professional collection specialist and once a number is answered, either live or voicemail, the specialist takes the call over to talk with the individual or to leave the message. There is no wait time between the time the call is answered and the time the specialist takes over the call.

Cell phones with no consent are manually dialed by the collection specialist during designated daily campaigns. All calls are compliant with the Fair Debt Collection Practices Act (FDCPA) and Telephone Consumer Protection Act (TCPA) as well as Texas Debt Collection Act and other state laws. Professional Collection Specialists receive regular refreshers on all applicable laws or changes and professional techniques.

NETWORK SECURITY AND DISASTER RECOVERY

Security is an important focus at MVBA and is part of our core culture, whether physical, network, or data security. MVBA considers security to be an important part of the daily management of client's accounts; therefore, only select administrative personnel have security clearance to make changes to defendant's account or to import a client's file. These individuals establish security levels for each employee which access our computer system on a need to know basis. Our computer system generates an audit trail of changes and notes made to an account from the moment we receive your imported files and no individual can manipulate this audit trail.

Physical Security

MVBA places a high priority in securing the physical location in Round Rock, Texas. There is only one door which the public may enter and each visitor must register with the receptionist and wear a "Visitor" badge at all times. All other entrances to the office require an electronic key card or pass code; these codes are changed periodically to maintain a secure facility. Video surveillance is also used to record all entries into the Firm's office. Access to network administrators and the computer room require an electronic key card. After hours access to our building is only allowed using an electronic key card and/or a physical key and knowing the appropriate codes to disable the alarm system. The alarm system is independently monitored and alerts any intrusion or fire on the premises.

Network/Data Security

Leading firewall and virus protection technology is deployed to protect our computer network and systems from potential intruders and viruses. Our network administrators use specialized software

to constantly monitor the traffic patterns to and from the network to insure the integrity of the system. All computer system admission is protected by a multiple password scheme. When

connecting to the system from outside of MVBA, a password is required to get to normal user log-on. Therefore, an outsider would not know what type of system he/she is trying to access without first knowing the system password. Once access to the system has been granted, the user must then enter a user name/password to actually access system resources. This combination is unique to each user, and identifies to the collection system what capabilities that particular user is allowed to have. The system is designed to allow clients access and monitor only their own cases.

All routers and firewalls are upgraded regularly and all data is 128 bit encrypted; however encryption is only one tier in MVBA's approach to a multi-tiered security solution. Security is not just about protecting our network from outside threats; it is also about protecting from threats from within. The weakest link in any Information Technology security chain is the human element. All our employees are aware and trained to recognize and protect against potential threats. Education and awareness empowers each employee with the knowledge of his/her role in protecting our organization's network, which facilitates the mitigation of risk.

MVBA's Acceptable Use Policy (AUP) is a key element of our training for each employee. Our AUP covers Email Usage, Privacy, Passwords, Laptops, Client Data, and Containment (no collector is permitted to work from home, or remove transportable storage devices such as CD-ROM, USB key, or floppy from the facility, or to transfer data from work to home). No personal files (such as MP3s) are permitted on MVBA's network.

DISASTER RECOVERY

At MVBA, we recognize that there is a big difference between a backup plan and a recovery plan. Our recovery plan does not deal solely with disaster recovery. We also have procedures in place for common data loss, such as an employee deleting the wrong file, or a missing email.

In order to do a Business Impact Assessment (BIA) our Information Technology staff interviewed each department head to determine what data they need to continue their work, why they need it, and what they would do if that data were lost, quantifying the dollars and person-hours such a loss would entail. We then ranked the data and made backup decisions based on that rank. Once completed, we went through and tested various recovery scenarios and assigned values to different types of data (email is more important than 5 year old Word documents that are backed up off-site, just as the last 6 months email is more important than email from three years ago). Email is a critical recovery priority, along with defendant information, payment histories, partial payment contracts, collector notes, skip-trace data, remittance data and inventory data.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

All recovery efforts are accomplished through software and our Information Technology Department. Our Recovery procedures and systems are tested on a regular basis. In the event, a third party vendor is needed to help facilitate recovery efforts; this vendor will sign a Non-Disclosure Agreement.

All switch and router settings, passwords, and device baseline information is all stored off-site. All servers, firewalls, and routers are upgraded on a regular basis by our Information Technology Department. Software procedures back up hard drive sectors instead of simply copying individual files. This allows our IT administrators to make exact copies of the disks for faster restoration to a "bare metal" system if necessary.

All of our Direct Access Storage Devices (DASD) are redundant. We maintain a complete backup of live data. In addition, we do a complete backup nightly, to DDS-4 data cartridges. The daily tapes are archived for 3 weeks, the weekly tapes are archived for a month, and the monthly tapes are archived for a year. All data storage is safely vaulted off-site

RECORD MAINTENANCE AND RETENTION

MVBA has the ability to maintain all collection information, from placement to reporting, within the collection software we presently utilize. Our system is designed with excess capacity which enables us to continue to add new placements and the corresponding transactions and history while increasing the efficiency of the entire system. This information is part of a daily, weekly, and monthly backup routine which safeguards the information in case of a system crash or some type of disaster. The daily transactions and collections information is also incrementally backed up several times a day to assure immediate recovery of the current transactions.

The placements and the corresponding history of activity, recovery or collection are not the only information that is routinely maintained in our system. Each and every incoming and outgoing phone call that is handled in our call center is recorded. These calls are moved off of the server early each morning and archived on a remote server. These calls are immediately accessible should an occasion arise that our client would like to review a particular conversation with a defendant. These calls are part of the same backup routine as all other data. Our records are retained on our backups and, in the case of the phone calls, eventually burned to a DVD or some other media that can be easily accessed. Placement, collection and recovery data is easily accessible at all times.

CLIENT WEB ACCESS

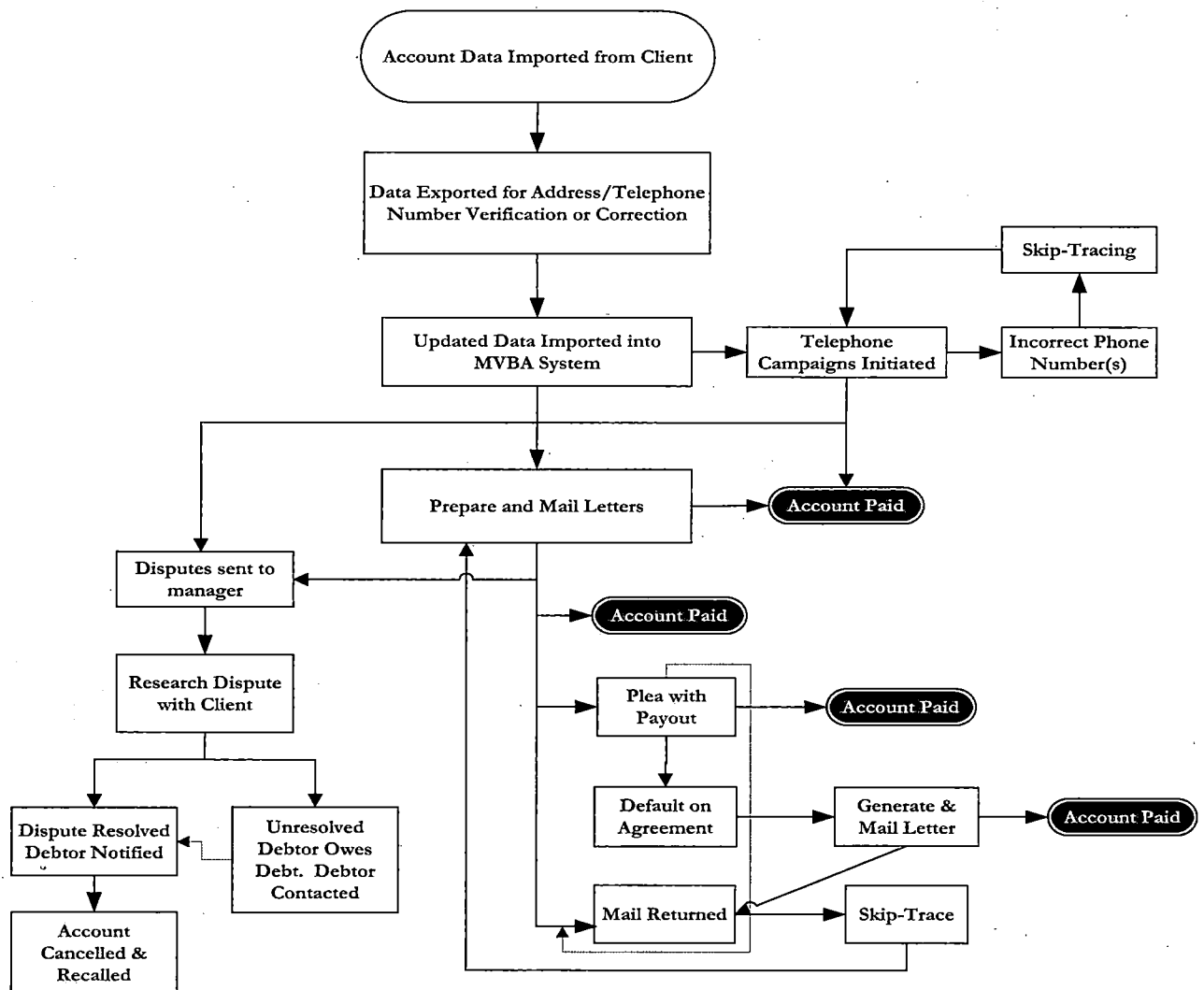
With MVBA'S Web Access the County can see exactly what has been accomplished on your the cases and accounts **"real time"** and at your convenience. Security is guaranteed with your secure login. Online, you can review collection activity reports including reports with new defendant addresses, view call center activity, access individual defendant information, and much more. We view this system as a transparent, online audit tool for our clients to track and monitor our activities. The County may have an unlimited number of secure user logons. Features include:

- Transparency – the portal documents all activity on any given case.
- All activity is "Real time"
- Numerous reports available at your finger-tips
- Ability to view activity on any case from any report
- Reports are exportable to Excel or PDF formats
- Messaging tool that allows tracking of correspondence

STAFF SUPPORT

MVBA Client Service Coordinators (CSC) are on site at the County from the beginning of the program and make frequent visits to ensure the collection procedures are working in a seamless manner. Your CSCs may be contacted by cell phone. Our CSCs are available to train and assist staff in the export of delinquent files and in the use of MVBA's Client Web Access and other aspects of the program. The Round Rock staff is in daily communications with the County via toll-free telephone, fax or email for electronic file transfers and account related information. Brazos County also has a dedicated Client Service Representative in the Round Rock office that is available to assist with everyday issues. Our staff is available to answer any questions that you may have. Once the County refers warrants/cases for collection, MVBA begins the collection process.

COLLECTION PROGRAM FLOWCHART



COLLECTION METHODOLOGY

MVBA works with each client to design a collection program that emulates the court's policies and procedures while increasing efficiencies. All of our collection procedures are performed in house, at our headquarters location at 700 Jeffrey Way Suite 100, Round Rock Texas 78665. MVBA does not subcontract with any outside agencies to effect collection. Key components of our program include:

- **COMPREHENSIVE CASE ANALYSIS**

Once Brazos County's cases are loaded into the MVBA computer system, our staff reviews them critically. We identify defendants that require immediate attention and devise strategies for initiating appropriate collection procedures.

- **ELECTRONIC ADDRESS/PHONE NUMBER UPDATING**

To ensure that MVBA has the latest address and phone number information for Brazos County's defendants, we process your names, addresses and phone numbers through various electronic research programs before we begin mailing letters and initiating telephone calls.

- **SCHEDULED WRITTEN NOTIFICATION**

MVBA mails notices within 24 hours of receiving your delinquent case information. Subsequent mailings follow a work calendar. All of MVBA's letters are in both English and Spanish, and comply with all federal and state collection laws. Letters are tailored to the case status of each defendant. They state the description, location and date of the event, the amount due, telephone contact number and online payment information.

- **AUTOMATED TELEPHONE NOTIFICATION**

Beyond letters, MVBA uses an automated call system to maximize defendants contact rate to effect resolution of their case either through payment or by court appearance, thereby increasing your open case closures. Defendants are given a toll-free telephone number, connecting them with trained collection specialists. Collection specialists, 90% bi-lingual, also initiate telephone contact with defendants (only between 8 am and 8 pm, Monday through Friday).

- **EXPERT, PRODUCTIVE STAFF**

When your defendants contact MVBA by telephone or by written correspondence, they are answered by our qualified bilingual staff. If a question is beyond the level of our regular staff, attorneys are available to speak with defendants.

- **ADDRESS CORRECTION FOR RETURNED MAIL**

If mail is undeliverable or returned because an individual has moved, the United States Postal Service electronically transfers information about these events into MVBA's computer system. If the post office provides a new forwarding address, the case is

automatically updated and flagged for re-mailing. If not, the case is flagged as having received returned mail and is forwarded to our skip tracing department for more research.

- **INTERACTIVE SKIP TRACING**

If electronic solutions fail, the County's cases move to MVBA's Skip Tracing Department where skilled staff investigate further. Our staff uses several licensed regional and national databases to manually skip trace your cases.

- **CASE RECALLING ON DEMAND**

Brazos County may recall cases for any reason.

- **MVBA ACCEPTS PAYMENTS**

The more options for payment that are offered, the greater the opportunity for accounts to be collected. When MVBA accepts payment on the County's behalf, defendants can pay by MoneyGram, cashier's check, money order, electronic bank draft, or credit card. There is a one-time convenience fee that the defendant must approve should the defendant choose to pay by credit card.



-OR-

- **PAYMENT OPTIONS – PAY CLIENT ONLY**

Experience shows that offering defendants various payment options increases your chances of collecting. MVBA notifies defendants by letter and phone call to pay the amount due directly to the Court by cashier's check, money order and credit card or electronic check if the Court can accept that method of payment. MVBA will refer to the County's payment website if that is an option. MVBA forwards the next business day all checks made payable to the Court and MVBA but mailed to our office.

When MVBA receives payment, we post it to the account and deposit the funds into our trust account. You receive daily notification of payments received. Weekly, you receive a check or ACH deposit with a detailed invoice of payments.

- **DEFENDANT ONLINE INQUIRY**

Defendants learn about our secure web site, www.paymvba.com, in the initial letter they receive from MVBA. Along with this information, they receive a unique reference number, giving them convenient and safe online access.

- **CLIENT WEB ACCESS**

With Client Web Access, you can see exactly what has been accomplished on Brazos County's cases—at your convenience. Security is guaranteed with your secure login. Online, you can review collection activity reports, view call center activity, access individual defendant information, and much more. The County may have an unlimited number of secure user logons.

- **COMPLAINT/DISPUTE RESOLUTION**

Your defendants receive the same exceptional service, professionalism and ethical treatment that you do. Our goal is to have no complaints/disputes about our collection activity. But when complaints arise, MVBA strives to resolve them promptly, to the satisfaction of all parties.

- **INDIGENT DEFENDANTS**

MVBA practices ensure that you are supported in adhering to the United States Department of Justice's principles in protecting defendants' right to due process and equal protection. We ask our clients to create a specific work plan that MVBA will execute for the Court's indigent hearing policy.

ADDRESS RESEARCH AND SKIP-TRACING

Address Research

- Cases may be delinquent because the address of the defendant is not current. A successful debt collection program requires an exhaustive address research effort. Many delinquent cases are collected when proper attention is given to finding the correct address of a defendant. Upon receipt of delinquent case files, MVBA identifies cases with multiple offenses and also links any other outstanding cases within our database.
- Upon receipt of a file of delinquent cases/accounts, MVBA processes the names of defendants through various electronic data research programs to obtain the latest address information. Some of the resources used include Experian, Insight Collect, LexisNexis (Accurant), NCOA, Accumail and Acolloid.
- A case with an incorrect address is identified on our computer record so that it will receive special attention.
- Through the use of these sources of information, MVBA is very successful in locating the correct addresses of defendants and obtaining payment. Skip tracing is initiated on returned notices using licensed Internet Search Engines to obtain Social Security Numbers, Driver's License Numbers, phone numbers, and other such information to locate people.

Skip-tracing

Skip tracing is one of the most important tools used to ensure successful recoveries. Cases are worked through an automated skip trace "waterfall" process. In the waterfall process, cases flow through a progressive series of pre-qualified steps to determine the best address and phone number to contact the defendant. In addition, MVBA has a staff of five Information Specialists dedicated solely to locating defendants where electronic tools have failed to yield a good address. All new information is immediately "attached" to the account via a "back screen." Our collectors have a "hot key" so that all skip trace updates are just a keystroke away. Information updates include: The actual address and owner for each phone number supplied to us by the County, telephone numbers and owners associated with each address, names, addresses, and phone numbers for nearbys; and names, addresses, and phone numbers for "surname" matches by region

MVBA uses over 13 licensed information sources. Some of those used include; Lexus Nexus, Experian, Accumail, Acolloid, Choice Point, National Change of Address database, Credit Bureau headers, and Department of Motor Vehicles.

DEFENDANT NOTIFICATION

Written Notification

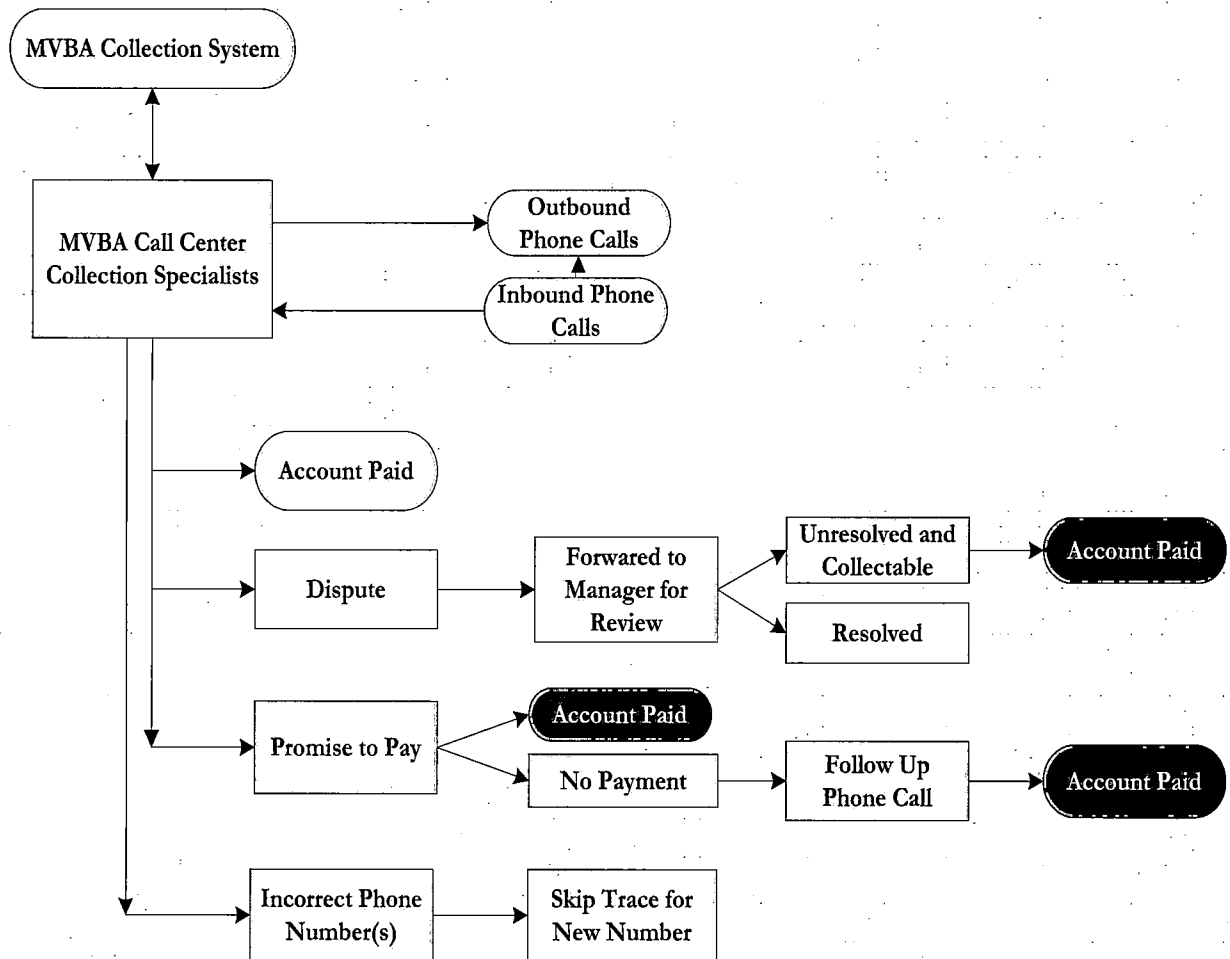
- Written notices, duplexed in English and Spanish, are mailed to defendants informing them that McCreary, Veselka, Bragg & Allen, P. C., Attorneys at Law, has been retained to collect the debts listed, apprise the defendant of their obligation and provide information for making payment and/or contacting the court. The letter also provides a toll-free number for defendants to contact MVBA with any questions. Defendants have access to a 24/7 website to facilitate payment at www.paymvba.com
- MVBA monitors delinquent notices to ensure deliverability by the Post Office. Additional research is conducted on returned mail and new notices are promptly sent when new addresses are obtained.

Please see Exhibits for sample letters.

Telephone Notification

- With MVBA's telephone technology our call specialists are able to increase actual contacts by up to 400%, thereby, increasing the case closures for our clients.
- MVBA provides bilingual collection specialists.
- MVBA monitors all accounts for current activity, maintains appropriate collection activity files, and systematically follows up on unpaid/open accounts.
- MVBA provides a toll-free phone number to defendants seeking additional information or information on how to make payment.

CALL CENTER FLOWCHART



RESPONDING TO DEFENDANT INQUIRIES

Letters always result in numerous phone calls from defendants. MVBA provides a toll free number for the defendant's use. MVBA staff members will answer defendant's telephone calls and respond to the most common questions and concerns. Attorneys are available to speak with any defendant who has a question beyond the experience or knowledge level of our professional staff. Defendants who do not speak or understand the English language will be assisted by a staff member who is fluent in the Spanish language. Persons who indicate they are indigent will be referred to the Court for community service options.

Defendant disputes shall abide by the policy of your court or department. MVBA provides defendants with the Firm's address and toll-free phone number enabling them to contact us to discuss the notice. The defendant is asked to provide proof when they state that they have paid or made restitution for an offense. Files are noted with a "dispute status" and the defendant is given an opportunity to provide the information. The Firm has no authority to charge off or forgive a debt. Should the County remove the balance due from the case, the information is posted to the computer file. There are no fees due MVBA on cases/accounts where money has not been collected.

While administering an effective aggressive collection program, the Firm's philosophy is predicated on ensuring that each defendant is treated with courtesy and respect. Every call and letter will be answered. All help and assistance, short of legal advice, will be provided to the defendant. Collections are the major goal of our efforts, but good relations with the defendants is essential to enhancing your collections and creating a spirit of mutual respect and cooperation between the defendant and the County.

COMPLAINT RESOLUTION

MVBA understands that exceptional service applies to the defendant as much as it applies to the County. In the rare instance that a complaint is received regarding our collection activity, MVBA will immediately suspend all collection activity and present the account to management for review. The complaint will be appropriately logged and entered into our Professional Practice Management System (PPMS). The pertinent activity reports, letters, and collector notes will also be attached to the database log as part of the County complaint file. Senior Management is responsible for any complaint received, whether such complaint is valid or not, and will follow through with the County to assure that the matter is resolved to both the County's and the defendant's satisfaction, using both written and verbal communications.

MULTI/BI-LINGUAL STAFF

Ninety percent of our Professional Collection Specialists are bi-lingual in the English and Spanish languages. In addition, **Cathleen Smith**, Call Center Supervisor, is fluent in English, Spanish, and Dutch. She also speaks French & Papiamento (official language of Aruba). MVBA also has three Attorneys who are fluent in both English and Spanish, and two Client Service Coordinators who are fluent in English and Spanish.

CALL CENTER STAFFING

In the hiring process of our Collection Specialists, we seek individuals that possess exceptional communication skills and have a stable work history. While prior collections experience may be relevant, prior experience with a collection agency that collects many types of debt and is not specific to government collections, and/or uses harsh collection tactics, is not the type of specialist we are looking for.

Instead, we recruit individuals that demonstrate a commitment to professional integrity. We then train and provide the support needed for these individuals to perform successfully. We represent clients in the public sector and maintaining good public relations and a positive image for our clients is critical and a major priority.

Individuals that are selected for interview will go through a three-tier interview process. If they are qualified, MVBA will hire an intern under a probationary period of three months. If a new hire does not fit into our business culture, we know within a relatively short period. Consequently, we have little turnover in our Call Center. This is typically not true of other firms in the industry where collector turnover is generally very high.

Our Team of Collection Specialists has collectively over 140 years of collections experience.

TRAINING AND COMPLIANCE

As a member of ACA International, the organization that provides instruction, seminars and continuing education on all the governmental regulations related to the collection industry, MVBA staff receives training that is relative to all aspects of debt collections. The management of MVBA is an active participant in the ACA educational programs and provides continuing education to the collection staff. Our Certified Collection Specialists are required to maintain a working knowledge of Public Law 95-109, Fair Debt Collections Practice Act (FDCPA); review and understanding of Public Law 103-322, the Driver's Privacy Protection Act (DPPA); State law compliance; effective telephone techniques and client case management.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

Background and criminal investigations are routinely done on all MVBA Fines & Fees employees. We conduct extensive background investigations on our employees during the hiring process to insure that our client's information is kept private and confidential. MVBA also requires drug and alcohol testing of its employees.

We believe our collection record clearly reveals our strong capability to collect delinquent cases in and outside the State of Texas. MVBA has the Third Party Collector bond required by Texas law (Sec. 392.101, Texas Finance Code) to do business as a collection agency.

Please see Exhibits of this proposal for a copy of the bond.

Personnel training is a key component of our collection program. All MVBA Collection Personnel are required to obtain and maintain Certification through the American Collectors Association International (ACA) as a Certified Professional Collections Specialist.

Our management team facilitates this training to provide the highest level of competency and consistency possible for our clients. The following is an example of training classes provided to collection specialists:

- Professional Phone Collections Techniques
- Promises that Pay
- Effective Leadership
- Collection Software
- Money Gram Collections
- Effective Skip Tracing Techniques
- ACH Rules
- Dispute Resolution
- Talk off responses

Ongoing Training: Other collection training includes ACA video training, audio tape library, real-time training with each Collection Unit Manager, and monthly management meetings which include Orientation Training & Review.

MANAGEMENT REPORTS

MVBA attorneys and client service coordinators meet with County officials and Court staff members regularly to review the work performed and results obtained, apprise you of our activities, answer questions, and allow for input and direction to the Firm. MVBA provides the County with multiple reports to monitor the progress of the collections program and can provide these reports as frequently as the County requires. Your Project Manager and CSC work closely with you to determine what reports are most meaningful to you and the frequency with which they are provided. MVBA will respond immediately to any auditor inquiries.

MVBA can generate virtually any type of report that the County requires. Reports can be customized based on a client's particular data element specifications. In addition, MVBA provides you *Client Web Access* to view your cases and allows staff (designated by the County) to view any account at any time, and view all collection activity for a defendant – real time. Numerous reports are available via this portal. Our goal is to maintain as much transparency as possible enabling our clients to audit our efforts at their convenience. The County may access several reports at your fingertips and at your convenience via our Client Web Access. Some of these reports include:

New Business Report/Acknowledgment Report verifies the account data received from the Court or County office.

Client Inventory Report Provides a listing of all cases and their date assigned, amount placed, balance, date last paid and amount, and status.

Invoice provides a detailed list of all cases/accounts paid in full to the Court and those paid to MVBA.

Statement provides a monthly listing of open invoices.

C-Stat Reports these reports provides total number letters mailed, case/accounts referred, dollars referred, cases/accounts with collection, dollar amount collected, number cases/accounts cancelled or recalled by the Client, dollar amount cancelled/recalled, and total cases/accounts resolved and total amount resolved. It can be run for any date range.

Please see Exhibits for samples of these reports.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

SUMMARY

As many government entities in the State have learned, there is a real difference between “*capability*” and “*willingness*” when it comes to collection agencies and collection attorney firms consistently delivering quality service.

We have concentrated our resources on client service and have grown almost exclusively through client referrals and expanded portfolios from our government clients. Our goal has been to develop long-term quality client partnerships by clearly identifying each client’s specific needs and requirements, and meeting or exceeding them, every day. Our references will attest that this approach to service has been a tremendous advantage to them. The quality of our efforts has resulted in a cooperative atmosphere of confidence and trust, leading to outstanding client relations, mutually increased profits, and improved working conditions for all concerned.

The County will be treated the way you deserve – as one of MVBA’s premier clients, and you will receive the very best of everything MVBA has to offer.

What makes MVBA an excellent selection to continue as your collection resource?

- *Dedication to exceptional public relations*
- *Commitment in maintaining the positive image of our clients*
- *Client confidence developed through our long term relationships*
- *Willingness to meet our clients changing needs*
- *Superior training and quality controls*
- *Highly trained personnel*
- *Advanced technical capabilities*
- *Devoted solely to the collection of governmental accounts*

Should you decide to continue utilizing MVBA’s services, we are confident that you will find our ethics, expertise, and effectiveness unmatched in the collection industry.

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

E. REFERENCES

REFERENCE ONE

Government Entity: Comal County JP 4

Address: PO Box 2038 Canyon Lake, TX 78133

Contact Person and Title: Honorable Jennifer Saunders/Justice of the Peace

Phone: 830-964-3886 ext 1

Fax: 830-964-4798

Contract Period: March 2004 to present

Email: huthst@co.comal.tx.us

REFERENCE TWO

Government Entity: Guadalupe County JP 1

Address: 214 Medical Dr. Seguin, TX 78155

Contact Person and Title: Honorable Darrell Hunter/Justice of the Peace

Phone: 830-372-4223

Fax: 830-379-1599

Contract Period: May 2008 to present

Email: dhunter@co.guadalupe.tx.us

REFERENCE THREE

Government Entity: Hays County JP 3

Address: 200 Stillwater Wimberley, TX 78676

Contact Person and Title: Honorable Andrew Cable/Justice of the Peace

Phone: 512-847-2000

Fax: 512-847-7352

Contract Period: April 2010 to present

Email: acable@co.hays.tx.us

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

REFERENCE FOUR

Government Entity: Sutton County Justice of the Peace

Address: 102 N Water Sonora, TX 76950

Contact Person and Title: Honorable Joseph Harris/Justice of the Peace (newly elected Co Judge)

Phone: 325-387-3322

Fax: 325-387-6122

Contract Period: February 2005 to present

Email: suttoncojp@sonoratax.net

REFERENCE FIVE

Government Entity: Burnet County JP 2

Address 220 S Pierce Suite 105 Burnet, TX 78611

Contact Person and Title: Honorable Lisa Whitehead/Justice of the Peace

Phone: 512-756-5453

Fax: 979-756-5402

Contract Period: October 2016 to present

Email: lwhitehead@burnetcountytexas.org

REFERENCE SIX

Government Entity: City of Bryan Municipal Court

Address 401 S Tabor Ave. Bryan, TX 77803 or PO Box 1000 Bryan, TX 77805

Contact Person and Title: Chad Eixmann/Court Administrator

Phone: 979-209-5400

Fax: 979-731-1760

Contract Period: October 2007 to present

Email: ceixmann@bryantx.gov

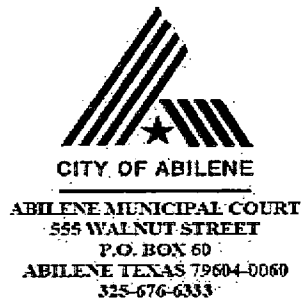
Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

LETTERS OF RECOMMENDATION

Please see the following pages 60-64 for letters of recommendation



March 21, 2016

RE: McCreary, Veselka, Bragg & Allen, P.C. (MVBA)

To Whom it May Concern:

MVBA has been the collection agency for the City of Abilene Municipal Court since December 2007. Our experience with this agency has been positive from the outset. During the initial set-up and export of delinquent cases, there were multiple MVBA staff members on-site training us and walking us through the export process. Additionally, after we could perform the export process independently, our MVBA client representative would contact and visit our court regularly to ensure that we had not encountered any issues and that everything was functioning satisfactorily from our perspective. Over the course of our relationship with MVBA, we have continued to receive excellent customer service, and they still regularly reach out to our court to ensure that everything is working to our satisfaction and to see if they can be of any additional assistance to our organization.

On the few occasions when there have been times we have had to reach out to MVBA because we encountered a problem or an issue, we have gotten a response in a quick and very timely manner. Generally, their response to our question or concern has been almost immediate, but even when there has been a slight delay, we have never had to wait longer than the same day to receive an acknowledgment of our correspondence. Our concern or issue has been resolved with the same efficiency as well.

MVBA also reaches out to us periodically to determine if they can be of additional assistance beyond their usual collection services. For instance, there are certain court processes that may be completed using automation, and MVBA has helped our court transition one of our time consuming manual processes to one that can be completed primarily using technology. This change has created a significant time savings in our court, and MVBA helped our organization make this change possible.

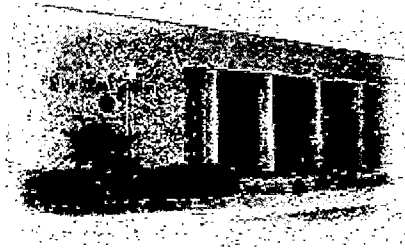
Again, the relationship between the Abilene Municipal Court and MVBA has been a positive and beneficial one. I would, and do, highly recommend their services to any court wanting additional assistance in their collection efforts.

Thank you,

Melissa A. Strickland
Melissa A. Strickland
Court Administrator
Abilene Municipal Court

*San Angelo,
Texas*

Municipal Court



*110 S. Emerick
San Angelo, Tx 76903*

Phone 325-657-4371

Fax 325-657-4566

March 21, 2016

Re: McCreary, Veselka, Bragg, and Allen, PC (MVBA)

To Whom it May Concern,

We contracted with MVBA in June of 2005. Our overall experience with them from the beginning has been wonderful.

We use Incode (Tyler Technologies) for the court's software, and MVBA interfaces with Incode. The reporting is easily completed with the click of a few buttons and does not require much time.

The staff is very easy to work with and always helpful. We have never had trouble communicating with them via e-mail or phone. They have representatives for each region who visit our site periodically to see if they can assist us in any way. If we ever do have a problem, (which is rare) they are quick to respond and solve the issue.

The San Angelo Municipal Court has no complaints against MVBA and does not regret the decision to use them as our collections vendor. If you have any other questions or concerns feel free to contact me.

Best Regards,

Allen Gilbert
Municipal Court Judge

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees



March 21, 2016

To Whom It May Concern,

The City of Round Rock is a suburb of Austin with a population listed as 99,887 in the 2010 census. In 2013, Round Rock terminated its contract with a prior vendor and entered into an agreement with the firm McCreary, Veselka, Bragg and Allen (MVBA) to collect the court's delinquent court costs, fines and fees.

I am pleased to say that from the beginning, we have been impressed with MVBA's services. We submit new cases on a monthly basis and upload weekly clearance reports to MVBA's website. The process is simple and easy to follow. The court has the ability to view case information on their client website.

Their collection efforts have proven effective as our collections increased, disposed cases increased, as well as the number of payments on aged cases. The aged cases would not have been paid without MVBA's research.

A valuable service MVBA provides is assisting their clients with the annual Great Texas Warrant Roundup. They have saved the court time and money by mailing out the notices on the courts behalf.

Their staff is easy to work with, helpful and willing to explain or research any concerns that I may come across. I am extremely satisfied with the service that we have received from MVBA and look forward to working with them in the future.

Christine Valdovino, CMCC
Court Clerk Administrator
City of Round Rock, Williamson County, Texas



Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees



LITTLE ELM

Town of Little Elm

Finance Department

100 W. Eldorado Parkway

Little Elm, TX 75068

214-975-0415

February 12, 2016

Letter of Recommendation

From: Karla Stovall, CFO, CPM

Town of Little Elm, Texas

To Whom It May Concern,

The Town of Little Elm utilizes the services of Craig Morgan, Attorney at Law and his firm McCreary, Veselka, Bragg & Allen, PC (MVBA) to assist in our collection efforts as it relates Utility Billing arrears collections, Municipal Court fines and fees, as well as ambulance collections. It has been my experience that the services provided have resulted in financial benefit to the Town of Little Elm. Mr. Morgan and his staff are responsive, professional, and attentive to the Town's needs and concerns.

I whole heartedly recommend the services provided by Mr. Morgan and his firm, for municipal collections issues. Should you have any questions relating to this recommendation, please feel free to contact me at 214-975-0415.

Respectfully,

Karla Stovall

Karla Stovall, CFO, CPM

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees



City of Leander, Texas



March 21, 2016

Leander Municipal Court has been with McCreary, Veselka, Bragg & Allen (MVBA) since May, 2009 and we renewed our contract with them last year. We have had a great relationship with them. Everyone there is great to work with.

They have wonderful, courteous, and efficient customer service and account representatives.

Their website is easy to use. I can look up cases to see any activity on a case and I can also update cases if the need arises. The Collection Adjustment Report and Collection Closed Cases Report that is generated through our court management software is simple and easy to use. This helps keep the info on cases correct and current when payments or adjustments are made. I run the reports and place them on their website, weekly. You can do it every day, if you want.

Reconciling each month with their Statement has always gone smoothly for us.

We have been really pleased with the collections they have been able to get, even on older cases.

They handle warrant roundup notifications for us, which really helps us since we are a smaller court and just barely have enough staff to handle what we already are doing.

Another feature which MVBA has started handling for us this past year, is the Scofflaw. There is no way we could do this function with the current number of staff we have. I really appreciate them taking that on. It has been extremely successful. We have had quite a few payments as a result of people not being able to register their vehicle.

I love working with MVBA. I love their character and integrity.

I would be happy to answer any questions you might have concerning using MVBA as your collections representative.

Respectfully,

Barbara Shannon

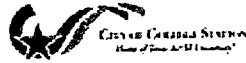
Barbara Shannon
Court Administrator
Leander Municipal Court
barbara@leandertx.gov
(512) 528-2714

Brazos County, Texas

RFP # 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines and Fees

F. BRAZOS COUNTY RFP #23-008 AND ALL ADDENDUMS



23-008

Collection of Delinquent Criminal & Civil Court Costs, Fines, & Fees

Issue Date: 7/29/2022

Questions Deadline: 8/16/2022 05:00 PM (CT)

Response Deadline: 8/23/2022 02:00 PM (CT)

Brazos County

Contact Information

Contact: Ms. Kaitlyn Battles Buyer III

Address: Purchasing

County Administration Building

Ste. 352

200 South Texas Ave.

Ste. 352

Bryan, TX 77803

Phone: (979) 361-4285

Email: kbattles@brazoscountytexas.gov

Event Information

Number: 23-008
Title: Collection of Delinquent Criminal & Civil Court Costs, Fines, & Fees
Type: Brazos County- Request For Proposal- Manual
Issue Date: 7/29/2022
Question Deadline: 8/16/2022 05:00 PM (CT)
Response Deadline: 8/23/2022 02:00 PM (CT)

Ship To Information

Contact: Charles Wendt
Address: Purchasing
County Administration Building
Ste. 352
200 South Texas Ave.
Ste. 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Billing Information

Address: Auditor's Office
PO Box 914
Bryan, TX 77806
Phone: (979) 361-4350
Email: mconkel@brazoscountytexas.gov

Bid Attachments

RFP - 23-008 Collection of Fines and Fees.pdf
RFP 23-008

[View Online](#)

Supplier Information

Company Name: McCreary, Veselka, Bragg and Allen P.C.

Contact Name: Steven W. Whigham

Address: 700 Jeffrey Way, Suite 100
Round Rock, Tx 78680

Phone: 512 - 323 - 3200

Fax: 512 - 323 - 3205

Email: swhigham@mubakw.com

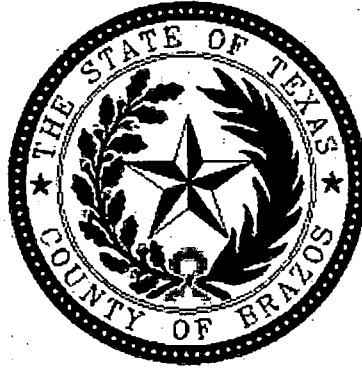
Supplier Notes

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

Steven W. Whigham

Print Name


Signature



REQUEST FOR PROPOSALS

RFP NO. 23-008

Collection of Delinquent Criminal and Civil Court Costs, Fines, and Fees

**SEALED PROPOSALS TO BE SUBMITTED BEFORE:
Tuesday, August 23, 2022, 2:00pm CST**

**TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293**

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the RFP. Any such contact will be grounds for rejection of the vendor's proposal.

In compliance with this solicitation, the undersigned proposer having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFP for furnishing the material and/or services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: McCreary, Veselka, Bragg & Allen, P.C.

By (Print): Steven W. Whigham Title: Director of Operations

Physical Address: 700 Jeffrey Way, Suite 100, Round Rock, TX 78665

Mailing Address: P.O. Box 1310, Round Rock, TX 78680

Telephone: 512-323-3200 Fax: 512-323-3205 E-Mail: swhigham@mvalaw.com

**Collection of Delinquent Criminal and Civil Court Costs, Fines, and Fees
Request for Proposals # 23-008**

BRAZOS COUNTY PURCHASING OFFICE

Brazos County Administration Building
200 South Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4292

RFP No.23-008
Page 2 of 22 pages

Proposals will be received, publicly opened, and acknowledged at **2:00 P.M., Tuesday, August 23, 2022** in the Brazos County Purchasing Department, Suite 352, Brazos County Administration Building, 200 South Texas Ave., Bryan, Texas.

Release of RFP	_____	Friday, July 29, 2022
Advertisement Dates	_____	Friday, July 29, 2022
	_____	Friday, August 5, 2022
Deadline for Questions	_____	Tuesday, August 16, 2022 at 5:00 PM CST
Proposal Submission Deadline	_____	Tuesday, August 23, 2022 at 2:00 PM CST
Review/Contract Evaluations/Negotiations	_____	August
Anticipated Award	_____	September

A. PROCUREMENT DELIVERY

Brazos County will follow the Texas Local Government Code, Chapter 262.030 for this RFP process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFP. The committee will determine how many of the top evaluated firms will be negotiated with depending on the scores and other factors at the discretion of Brazos County. If the County chooses, these top scoring firms will be given an opportunity to present potential value engineering or cost saving suggestions to the County. All firms will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and no pricing will be shared with any of the firms at any time until after an award is made and contract is approved by Commissioners' Court. A best and final offer will be requested including any revisions and allowing for a revision of the completion timeframe for inclusion into the final contract.

B. SUMMARY OF WORK

Proposals are solicited for services to Collect Delinquent Criminal and Civil Court Costs, Fines, Attorney Fees, and Restitution. It is estimated that past due accounts range between \$100.00 to \$45,000.00 or more. The volume of accounts is not known at this time. Resulting contract shall be for a period of two (2) years starting **October 1, 2022 through September 30, 2024** with an option to renew for an additional three (3), one (1) year periods in accordance with the following terms and conditions.

C. CONDITIONS OF RFP

The following instructions apply to all proposals and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this Proposal. All Contractors are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
 - a. **BRAZOS COUNTY** - Same as County.
 - b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. **CONTRACT** - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **CONTRACTOR** - The successful Contractor(s) of this proposal request.
 - e. **COUNTY** - The government of Brazos County, Texas and its authorized representatives.
 - f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
 - g. **SUPPLIER** - Same as Contractor
2. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.
3. **Proposals must be received by the Purchasing Department prior to the time and date specified.**
4. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.
5. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.
6. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.
7. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.
8. The County may cancel this contract at any time for any reason, provided a thirty- day written notice is given.

9. The proposal award shall be based on, but not necessarily limited to, the following factors:
- a. Proven **experience** in the field of collection services for delinquent criminal and civil court costs, fines, attorney fees and restitution _____ **30%**
 - b. Sufficiency of **data processing** services _____ **10%**
 - c. **References** from previous/current clients _____ **10%**
 - d. Demonstrated **success** in meeting collection goals; proven success shown for at least three jurisdictions for three years _____ **30%**
 - e. **Experienced professional staff** and sufficient support to handle the job _____ **20%**
- Total: 100%**
10. Although the cost is an essential part of the proposal, Brazos County is not obligated to award a contract on the sole basis of cost.
11. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
12. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
14. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Purchasing Agent.
15. Proposals will not be considered if submitted by telephone, fax, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
16. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the vendor to verify the accuracy of information received from sources other than Brazos County. It is recommended that the respondent check the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) for addenda prior to submitting their proposal.
17. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
18. **Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space provided. The Contractor must include Employer Identification Number or Social Security Number and signature for the proposal to be valid**

19. Proposals must be submitted on units of quantity specified. In the event of errors in extended prices the unit price shall govern. In the event of a discrepancy between the numbers given for the price and the word form of the price, the word form shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
20. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.
21. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFP or the plans for this RFP shall supersede those of the vendor in the event of a conflict.
22. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
23. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.

D. SPECIAL PROVISIONS

1. Proposers with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
2. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.
3. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site <https://brazosbid.ionwave.net>. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
4. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
5. The contract shall be awarded to the responsible Contractor whose proposal is determined to be the best evaluated offer.

6. Your response to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.

7. Performance Standards:

- a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
- b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
- c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
- d. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.

E. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to this RFP are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.
2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking your entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.
4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

F. CONFLICT OF INTEREST

1. The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Brazos County.

2. By signing and executing this Proposal, the Proposer certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Proposers, their employees or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFP from the issuing date of the RFP until the date the Brazos County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the vendor's proposal.

G. ADDENDA AND MODIFICATIONS

1. Any changes, additions or clarifications to the RFP will be made by numbered addenda and must be acknowledged in the Proposal.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.
3. All addenda, amendments, and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses.
4. The County does not assume responsibility for receipt of any addendum sent to Proposers.
5. All addenda must be acknowledged on this form.
6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

H. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Proposer shall carefully examine all RFP documents and be thoroughly familiar with all requirements prior to submitting a Proposal.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and

requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFP.

I. TAXES

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

J. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County *before* work commences.**

Standard Insurance Policies Required:

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy
4. Cyber Liability Insurance
5. Professional Liability Coverage

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- e. All insurance policies shall be furnished to Brazos County upon request.

1. COMMERCIAL GENERAL LIABILITY

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d. Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractors expense.
- e. Brazos County shall be named as additional insured on Contractors insurance. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. AUTOMOBILE LIABILITY

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

3. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

a. Definitions:

- i. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- ii. Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

- iii. Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- i. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - ii. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;

- ii. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- iii. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- iv. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- vi. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- vii. contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

4. CYBER LIABILITY INSURANCE

Cyber liability policy with a minimum Combined Single Limit of \$1,000,000.00.

5. PROFESSIONAL LIABILITY COVERAGE

The Contractor shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Contractor's operations under this Agreement, whether such operations by the Contractor or by their employees or subconsultants. The amount of this insurance shall not be less than \$1,000,000.00 on a claims-made annual aggregate basis, or a combined single-limit-pre-occurrence basis. When coverage is provided on a "claims made basis", the Contractor will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this

Agreement, and will cover the Contractor for all claims made by the County arising out of any errors or omissions of the Contractor, or its officers, employees, or agents during the time of this Agreement was in effect.

6. CERTIFICATES OF INSURANCE

Certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

K. COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

L. INDEMNITY

To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

- a. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.
- b. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- c. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims to adjacent property owners caused by the Contractor, its agents, employees and representatives.
- d. The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment.
- e. The Contractor shall also be responsible for the removal of all related debris.
- f. The Contractor shall also be responsible for subcontractors hired.
- g. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligations of the Contractor under this section shall not extend to include the liability of any architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

M. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County.

N. SCOPE OF SERVICES

1. The contractor shall perform all necessary services required to successfully collect delinquent criminal and civil court costs, fines, attorney fees, and restitution while ensuring the process is managed in a clear, concise, accurate, ethical, and legal manner. The contractor shall perform these services as described herein unless the proposer can

- explain, in detail, that the deviation would be of material benefit to the County and provide service at least equal to that specified. All work performed shall be conducted according to applicable revisions of the Texas Debt Collection Act and the Federal Fair Debt Collection Practices Act. The contractor shall be able to assure the security and safety of all Brazos County files, documents, computer files, etc. If credit information is required to be sent or received from any credit bureaus, it will be the responsibility of the contractor (not the County) to update said reports and make all corrections. No action to any credit bureau may be taken without express written approval by Brazos County.
2. The contractor and Brazos County shall mutually establish routine written procedures, within scope of these specifications, for handling the services described herein. Such procedures are subject to Brazos County's approval.
 3. The contractor shall be licensed and bonded as necessary to collect fines in all fifty (50) states of the United States.
 4. The contractor shall maintain a toll free telephone number for customer service, operating from 8:00 am to 5:00 pm (CST) and print the toll free number on all correspondence to defendants. The collection contractor must staff the toll free service with bi-lingual (English and Spanish) customer service representatives, a minimum of one (1) bi-lingual operator on duty during business hours.
 5. The contractor must have sufficient financial capacity, working capital, and other financial management resources to perform the contract.
 6. The contractor shall maintain adequate records of the services performed and make such records available for inspection and audit by Brazos County staff at all times.

O. PROPOSAL SUBMITTAL

1. The Proposer shall submit the proposal on the forms enclosed on the Brazos County web site. All blank spaces in forms shall be correctly filled in by typewriter or manually in ink and the bidder shall state the prices.
2. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.
3. **The Proposer must submit an original and five (5) copies of the proposal to Brazos County.**
4. By signing the certification below, the vendor verifies that all plans and specifications have been reviewed and are considered in the pricing attached.
5. In the proposal submitted to the county, the contractor must identify any subcontractor and how that subcontractor will be used. Any subcontracting will be reviewed to determine the responsibility of the bidder.

6. Each vendor should enclose a copy of the terms and conditions of their standard contract.
7. Any material submitted by the vendor that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the county makes no representation that any such material will be kept confidential.
8. All pages of Vendor's response must be numbered. Proposals shall be formatted consistent with the specific sections and numbered paragraphs and must respond to each on the individual basis. Failure to address any item could be interpreted as non-responsive. Companies responding to this RFP must follow the instructions below. Vendors must respond to all paragraphs and submit the following:
 - a. **Executive Summary:** A letter stating the following:
 - i. Name and address of the offeror, as well as a brief description of the firm and its history.
 - ii. A brief summary highlighting the most important points of the proposal shall be included.
 - iii. A compliance statement that all services quoted in the proposal are in full accord with the general requirements or a brief listing of all those requirements to which the offeror takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the general requirements, shall be listed and numbered in order of the respective article of the specification.
 - b. **Proposal Pricing:** A statement on pricing should be included confirming compliance with Article 103.0031 of the Code of Criminal Procedure.
 - c. **Descriptive Literature:** Illustrative or descriptive literature, brochures, diagrams, etc., that provide additional information, may be included.
 - d. **Contractor Information:** This section should include a description of the offeror's experience that Brazos County can use as a basis for performance evaluation. This section should include:
 - i. Documentation of the last three (3) years of prior and current debit collection contracts, including collection percentages and how calculated. Provide names, addresses, and telephone numbers of contact person for all prior and current contracts (if more than five (5) contracts, provide the most recent five (5)).
 - ii. Evidence of the financial resources necessary to provide the services outlined in this RFP.
 - iii. An analysis of estimated results, including the offeror's projected Effective Collection Rate for the first and second year of the contract. Effective Collection Rate is calculated as the Net Amount Collected for a twelve (12) month period, divided by the Net Delinquent Amount placed with the contractor for the same period of time.
 - iv. A statement as to proposer's willingness to guarantee a level of performance and the nature and kind of security supporting the guarantee (letter of credit, performance bond, escrow of fees, etc.)
 - v. Demonstrate knowledge required to design and implement an efficient and effective account system for collections.

- vi. An organizational chart detailing assignment of personnel including major responsibilities. Provide resumes for key personnel, including relevant prior experience.
- vii. A plan for working with Brazos County to obtain accurate collection information.
- viii. Detailed information regarding computer facilities including hardware and software to be used in performance of the contract. Describe features of the collection software to be used, prior experience with this software and advantages it offers to the specific needs of Brazos County.
- ix. Identify procedures and criteria for recruitment and selection of a separate collection contractor, if applicable. This section should include performance standards and compensation to be paid to the collection contractor. If offeror chooses not to subcontract, describe methodology to be utilized in the collection of delinquent accounts.
- x. Pricing/Payment methodology.
- xi. Information on your firm's capability with electronic communications including processing claims over the internet.
- xii. Provide a proposed work plan and collection procedures including a timeline for mailing invoices, collection letters, and telephone calls. Include samples of all written or verbal communication to be used in the collection effort as well as samples of forms, invoices, billing statements, monthly reports, and other documentation used or required in the collection process.
- xiii. Submit a proposed sample contract.
- e. **References:** Provide a list of five (5) references that proposer has provided similar collection services in the past five (5) year's comparable in quality and scope to that specified in this RFP. This list shall include the names of entities/companies, name of person that can be contacted by Brazos County, phone number, and email address (required) of the company/entity for which the prior work was performed. A negative reference may be grounds for disqualification of proposal. Proposers are NOT allowed to use Brazos County as a reference.
- f. **Completed and Signed RFP:** Vendor shall provide a copy of this RFP in this section signed by an authorized representative.

P. V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

This Section must be completed. Failure to complete this section will disqualify the bid.

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

- a. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
- b. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
- c. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
- d. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
- e. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
- f. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

<u>Name</u>	<u>Title (Owner, Officer, Director, Manager, Etc.)</u>
Harvey M. Allen	Shareholder
Matthew Tepper	Shareholder
M. Elizabeth "Liz" Vaughn	Shareholder
Noe Reyes	Shareholder
John O'Connell	Shareholder
Connor Buchanan	Shareholder
Keith Treadway	Shareholder

Q. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: McCreary, Veselka, Bragg & Allen P.C. (MVBA Law)

Address: 700 Jeffrey Way Suite 100 Round Rock, TX 78665

Proposer's Name: Steven W. Whigham

Position/Title: Director of Operations

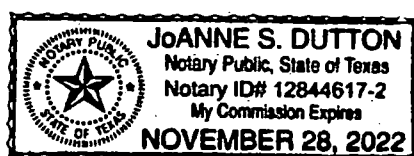
Proposer's Signature: *Steven W. Whigham*

Date: 8/18/22

Subscribed and sworn to me on this 18th day of August in the year 2022

Jo Anne S. Dutton
Notary Public

My Commission expires November 28, 2022



R. ADDENDA

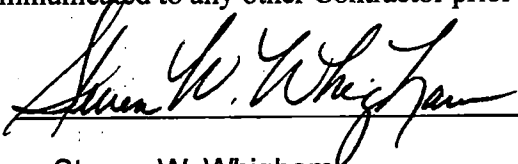
The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. _____ No. _____ No. _____

Date _____ Date _____ Date _____

S. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening.

Signed By:  Title: Director of Operations

Typed Name: Steven W. Whigham

Company Name: McCreary, Veselka, Bragg & Allen P.C. (MVBA Law)

Mailing Address: PO Box 1310 Round Rock, TX 78680
P.O. Box or Street City State Zip

Employer Identification Number: 742305409

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. 23-008

By signing below, Brazos County agrees that this RFP 23-008 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: _____

Attest: Brazos County Clerk _____

T. HOUSE BILL 89 & DEBARMENT VERIFICATION

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: McCreary, Veselka, Bragg & Allen P.C. (MVBA Law)

Authorized Company Representative: Steven W. Whigham

Address: 700 Jeffrey Way Suite 100 Round Rock, TX 78665

Signature: 

Date: 8/18/22

Contract # 23-008 Collection of Delinquent Criminal and Civil Court Costs, Fines, and Fees

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- ☐ **V.T.C.A. Local Government Code §262.0276 for Tax Verification (Section P)**
- ☐ **Statement of Affirmation (Section Q)**
- ☐ **All Addendums (if applicable)**
- ☐ **Certification of Proposal (Section S)**
- ☐ **House Bill 89 & Debarment Verification (Section T)**

Online Questions & Answers

Event Information

Number: 23-008
Title: Collection of Delinquent Criminal & Civil Court Costs, Fines, & Fees
Type: Brazos County- Request For Proposal- Manual
Issue Date: 7/29/2022
Question Deadline: 8/16/2022 05:00 PM (CT)
Response Deadline: 8/23/2022 02:00 PM (CT)

Published Questions

Question: Will the vendor be allowed to handle payments on behalf of the County, and if yes, are they allowed to charge Defendants a convenience/service fee for payments received by the vendor. If a convenience/service fee is allowed will this be taken into consideration on the overall pricing structure?"

Answer: Yes, the vendor is allowed to handle all payments on behalf of the county, but not sure of the fee. The only fee charged is to the defendant which is the 30% allowed by the law.

Asked: 8/4/2022 09:28 AM (CT)

Question: Is there a current process for recovering debt from cases that are marked uncollectible by the County's current vendor?

Answer: Vendor to work until collected, none have ever been returned uncollected unless the defendant is deceased.

Asked: 8/4/2022 09:28 AM (CT)

Question: Please provide the formula that the current vendor uses to calculate the recovery and resolution rates it provides the County.

Answer: Not sure what formula is being referred to...

Asked: 8/4/2022 09:28 AM (CT)

Question: What is the current vendor's recovery and resolution rates provided to the County for each of the last five years?

Answer: County can request any report from the current vendor that is needed at any time.

Asked: 8/4/2022 09:27 AM (CT)

Question: How does the current vendor calculate the recovery rate for the County? Does this include cases marked uncollectible by the vendor? Does the County request a breakdown of recovered cases versus uncollectible cases?

Answer: - Stays open always, they continue to try and collect unless the Court closes the case.
- They have never sent an uncollectable case back to the County that we are aware of.
- Vendor will supply any report we ask for at any time.

Asked: 8/4/2022 09:27 AM (CT)

Question: What is the percentage of cases that are marked resolved or uncollectible by the current vendor for each of the past five years?

Answer: 61.92% Resolved

Asked: 8/4/2022 09:27 AM (CT)

Question: What is the dollar amount of the cases marked uncollectible by the County's current vendor each year for the past five years?

Answer: No cases have been marked as uncollectable.

Asked: 8/4/2022 09:26 AM (CT)

Question: Please provide the dollars collected for the County by the current vendor for each of the past five years. These are dollars collected, not including cases returned or marked resolved or uncollectible.

Answer: No case has ever been marked uncollectable by the vendor. They work it unless the Judge closes the case.

Asked: 8/4/2022 09:26 AM (CT)

Question: Will it be allowed to leverage work from home collectors not co located in a single call center facility?

Answer: A single call center is preferred

Asked: 8/3/2022 12:31 PM (CT)

Question: What was the liquidation rate of the current collections agency on accounts placed in 2021?

Answer: 65.8%

Asked: 8/3/2022 12:30 PM (CT)

Question: What is the liquidation rate of the current Vendor?

Answer: 34.3%

Asked: 8/3/2022 12:30 PM (CT)

Question: 11. Are email addresses provided for each account?

Answer: No

Asked: 8/2/2022 04:36 PM (CT)

Question: 10. Can you detail the total fees paid to collection agencies in 2021?

Answer: \$126,080.44

Asked: 8/2/2022 04:35 PM (CT)

Question: 9. How many phone calls are attempted on accounts prior to placement with the collection agency?

Answer: Must follow state mandated laws and requirements. We send out phone calls, postcards, and letters.

Asked: 8/2/2022 04:35 PM (CT)

Question: 8. How many letters are sent on accounts prior to placement with the collection agency?

Answer: Must follow state mandated laws and requirements. We send out phone calls, postcards, and letters.

Asked: 8/2/2022 04:35 PM (CT)

Question: 7. What is the value of the monthly expected volume?

Answer: Averages from \$3,000.00 to \$20,000.00 give or take. But is not guaranteed any of these amounts.

Asked: 8/2/2022 04:35 PM (CT)

Question: 6. What is the average balance of an account?

Answer: \$100.00 to \$80,000.00, the state laws allow vendors to attach 30%, but no more.

Asked: 8/2/2022 04:35 PM (CT)

Question: 5. How many accounts are expected to be sent to the collection agency per month on a go-forward basis?

Answer: Over 100 per month, could be more, could be less.

Asked: 8/2/2022 04:34 PM (CT)

Question: 4. What is the age of the oldest existing account that will be placed with the collection agency?

Answer: 1999 to Present

Asked: 8/2/2022 04:34 PM (CT)

Question: 3. What is the average age of the existing inventory that will be placed with the collection's agency?

Answer: 1999 to Present

Asked: 8/2/2022 04:34 PM (CT)

Question: 2: How many existing accounts will be sent to the collection agency as part of the initial placement and what is the total balance?

Answer: We send from the following places within the county:
- Justice of the Peace Courts
- Collections (which handles County Court and District Courts)

The current vendor pays when the Defendant pays their company in full then sends daily reports when payments are made on the cases.

Asked: 8/2/2022 04:34 PM (CT)

Question: 1. If applicable, will accounts held by any incumbent(s) or any current backlog be moved to any new vendor(s) as a one-time placement at contract start up?

Answer: This would be up to the committee.

Asked: 8/2/2022 04:34 PM (CT)

Question: Do you currently search and file probated estate claims? Have you considered an automated tool to identify and file probated estate claims?

Answer: No & No

Asked: 7/29/2022 08:59 AM (CT)

Question: Do you have a designated process or policies around deceased accounts today, and what is envisioned in the future?

Answer: No policy, if someone passes away, the current vendor emails and tells us or we email and tell them. All fees are automatically removed.

Asked: 7/29/2022 08:59 AM (CT)

Question: How do your current processes and/or vendor relationship(s) handle the death of responsible party?

Answer: Removed and all fees removed. We can not collect for a deceased person.

Asked: 7/29/2022 08:59 AM (CT)

Question: How do your current processes and/or vendor relationship(s) systematically determine if the death of a responsible party has occurred?

Answer: The current vendor has their own search engines and Brazos County check the obituary's daily plus we search with LexisNexis. Also, family notifies us in some cases.

Asked: 7/29/2022 08:58 AM (CT)

Question: What process should a vendor follow, or which individual(s) should a vendor contact, to discuss budget-neutral services outside of the scope of this procurement, but related to it, designed to recover more debt prior to outside placement and lower collection costs?

Answer: We can only collect what the Judge has ordered a Defendant to pay, no more. Only the vendor can attach the 30%, which is allowed by state laws.

Asked: 7/29/2022 08:58 AM (CT)

Question: Who is your electronic payment/credit card processing vendor?

Answer: NCR - but this could change as we do an RFP for this.

Asked: 7/29/2022 08:58 AM (CT)

Question: What is your case management/accounting software system of record?

Answer: Odyssey and Collection software called I-PLOW which is never used to send information to the vendors.

Asked: 7/29/2022 08:58 AM (CT)

Question: If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?

Answer: This would be up to the committee's decision.

Asked: 7/29/2022 08:58 AM (CT)

Question: Have all cases been fully adjudicated by the time of placement?

Answer: Yes, they have been completely adjudicated to be sent to the third party vendor.

Asked: 7/29/2022 08:57 AM (CT)

Question: What billing servicer do you utilize?

Answer: The current vendor sends case information they are collecting weekly and monthly. Mail checks are to be brought in as soon as they have been fully collected.

Asked: 7/29/2022 08:57 AM (CT)

Question: Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval?

Answer: No. Judge orders the amount and that is to be collected, never to be litigated on behalf of Brazos County.

Asked: 7/29/2022 08:57 AM (CT)

Question: To what extent are these accounts owed by private consumers versus commercial businesses?

Answer: We are government collections, state mandated, we are not a private consumer or a commercial business.

Asked: 7/29/2022 08:56 AM (CT)

Question: To how many vendors are you seeking to award a contract?

Answer: One

Asked: 7/29/2022 08:56 AM (CT)

Question: What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

Answer: Please do an open records request for this, if needed. It can vary.

Asked: 7/29/2022 08:56 AM (CT)

Question: How are fees currently being billed by any incumbent(s), by category, and at what rates?

Answer: You must follow Article 103.0031 of the Code of Criminal Procedures.

Asked: 7/29/2022 08:56 AM (CT)

Question: To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

Answer: None, just have to follow the State Criminal Code and Procedures.

Asked: 7/29/2022 08:56 AM (CT)

Question: Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.

Answer: We are satisfied.

Asked: 7/29/2022 08:55 AM (CT)

Question: Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

Answer: Yes, it will be evaluated by the committee if they accept it or not, and may need follow up questions from the committee if not clear.

It is up to you how you price it, and the committee will evaluate it.

Asked: 7/29/2022 08:55 AM (CT)

Question: What is the date by which you will answer these questions?

Answer: All questions are answered differently depending on who needs to clarify it.

Asked: 7/29/2022 08:55 AM (CT)

Question: Please reconfirm the due date for this procurement by providing it in response to answers to questions.

Answer: Tuesday, August 23, 2022 before 2:00pm CST.

This is on page 1 & 2 of the proposal.

Asked: 7/29/2022 08:55 AM (CT)

DAYS OF OPERATION
MONDAY - FRIDAY



McCREARY VESELKA BRAGG & ALLEN P.C.
Attorneys at Law
P.O. Box 1310
Round Rock, TX 78680-1310
November 9, 2016

OFFICE HOURS
8:00 AM - 7:00PM
CENTRAL TIME



Jack Armstrong

XXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXX

NOTICE OF OUTSTANDING CITATION

Total Amount Due: \$3,372.20

According to the court(s) listed, you have an outstanding citation(s) that needs your immediate attention. The court(s) has referred this past due citation(s) to our law firm pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

<u>Docket</u>	<u>Reference</u>	<u>Jurisdiction</u>	<u>Offense</u>	<u>Balance</u>
600351-6003511	2905179	Town of Westlake Municipal Court	Fail To Display Driver's Licens	\$334.10
600351-6003512	2905180	Town of Westlake Municipal Court	Expired Driver's License	\$297.70
600351-6003514	2905348	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
600351-6003515	2905349	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
600351-6003516	2905350	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
644655F01	3758836	City of Haltom City Municipal Court	FAILURE TO APPEAR	\$249.60
64465501	3758834	City of Haltom City Municipal Court	DRIVING WHILE LICENSE INVALID	\$356.20
64465502	3758835	City of Haltom City Municipal Court	FAIL TO MAINTAIN FINANCIAL RES	\$612.30

PLEASE BE ADVISED THAT YOU MAY HAVE ADDITIONAL CASES PAST DUE.

Not all citations may be listed above. Contact us for more information.

If you are represented in this matter, please forward this letter to your attorney so that your attorney may contact our firm. If you believe the amount due the court has been paid or otherwise satisfied by deferred disposition, community service, jail time served, or defensive driving course, please contact our office. If you have not responded to the citation, you have a right to plead not guilty, post bond and have a trial by jury on the citation by contacting the Court either in person or writing. On the other hand, payment in full of the amount shown above constitutes a plea of "no contest" pursuant to Article 27.14 of the Texas Code of Criminal Procedure and will dispose of the citation(s).

McCreary Veselka Bragg & Allen P.C.
P.O. Box 1310
Round Rock, TX 78680-1310

FOR QUESTIONS, PAYMENT OPTIONS OR TO MAKE A PAYMENT

Call: 1-866-955-5455

Online: www.paymvba.com

Mail: PO Box 1310, Round Rock, TX 78680

Cashiers Check or Money order; No personal checks accepted.

Write the Reference # on the cashier's check or money order to receive credit for your payment.



Jack Armstrong

XXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXX

DAYS OF OPERATION
MONDAY - FRIDAY

mvba

OFFICE HOURS
8:00 AM - 7:00PM
CENTRAL TIME

McCREARY VESELKA BRAGG & ALLEN P.C.

Attorneys at Law
P.O. Box 1310
Round Rock, TX 78680-1310
November 9, 2016

Aviso de saldo pendiente

Jack Armstrong

XXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Importe total debido: \$3,372.20

Según la tribunal(es) notado, Usted tiene Un saldo citación que requiere su atención inmediatamente. La corte se ha referido este caso a nuestro bufete de abogados de conformidad con lo dispuesto en el artículo 103.0031 del Código de Procedimiento Penal de Texas.

<u>Cuenta</u>	<u>Referencia</u>	<u>Jurisdicción</u>	<u>Violación</u>	<u>Saldo</u>
600351-6003511	2905179	Town of Westlake Municipal Court	Fail To Display Driver's Licens	\$334.10
600351-6003512	2905180	Town of Westlake Municipal Court	Expired Driver's License	\$297.70
600351-6003514	2905348	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
600351-6003515	2905349	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
600351-6003516	2905350	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
644655F01	3758836	City of Haltom City Municipal Court	FAILURE TO APPEAR	\$249.60
64465501	3758834	City of Haltom City Municipal Court	DRIVING WHILE LICENSE INVALID	\$356.20
64465502	3758835	City of Haltom City Municipal Court	FAIL TO MAINTAIN FINANCIAL RES	\$612.30

SEA NOTIFICADO QUE PUEDE TENER OTROS CASOS VENCIDOS APARTE DE ESTE

No todos los citación se pueden enumerar arriba. Póngase en contacto con nosotros para obtener más información.

Si están representados en este asunto, por favor envíe esta carta a su abogado para que su abogado puede contactar con nuestra empresa. Si usted cree que se ha pagado el monto de la corte o si no satisfecho por disposición diferida, servicio a la comunidad, tiempo en la cárcel sirve o curso de conducción defensiva, póngase en contacto con nuestra oficina. Si no han respondido a la citación, usted tiene derecho a no declararse culpable, depositar fianza y tener un juicio con jurado en la cita poniéndose en contacto con la corte ya sea en persona o escribir. Por otra parte, pago total de la cantidad indicada anteriormente constituye una declaración de "no contest" en virtud del artículo 27,14 del código de procedimiento penal de Texas y deshará la esa.

PARA PREGUNTAS, OPCIONES DE PAGAR O PARA PAGAR EL SALDO

Call: 1-866-955-5455

Online: www.paymvba.com

Mail: PO Box 1310, Round Rock, TX 78680

Chasiers cheque o giro postal; No se aceptan cheques personales.
Escriba la referencia # en el cheque o giro postal para recibir crédito por su pago.



Fines and Fees

F&F- Script#1- Outbound call: Contact made with defendant.

Hello, may I speak to DEFENDANT NAME. Good Morning/Afternoon Ma'am/Sir.

My name is COLLECTOR NAME and I am a non-lawyer specialist with MVBA. For security purposes can you please verify your Date of Birth.

FULL AND COMPLETE INFORMATION:

1. Verify defendant's mailing address.
2. Verify good contact phone number.
3. Verify alternate contact information. (cell ph, family members)

We are contacting you on behave of CLIENT regarding your passed due FINE/TICKET(S) in the amount of \$DOLLAR AMOUNT.

Would you like to take care of this matter today?

****pause****

DEFENDANT NAME, do you have something to write with?

How will you be making this payment? We accept debit/credit card or a check by phone. There is a \$10.00 transaction fee. Money Gram express payment is also a payment option.

You can also send a cashier's check or money order to:

MVBA

REF#123456

P.O. BOX 1310

ROUND ROCK, TX 78680-1310

My name is COLLECTOR NAME and my phone number is: 1-866-955-5455.

REBUTTAL: When defendant says they cannot pay the debt:

"In order for me to stop further collection activity, I must receive the balance or representation of the balance in our office. Let's set up a payment arrangement to get this matter taken care of quickly."

F&F- Script#2- Inbound call: Contact made with defendant.

MVBA this is COLLECTOR NAME. How may I help you?

May I have your DL#/REF#/DOC#.

Is this DEFENDANT NAME? And for verification, what is your Date of Birth?

DEFENDANT NAME, let me update your file and see if we can help you get this matter resolved today.

FULL AND COMPLETE INFORMATION:

1. Verify defendant's mailing address.
2. Verify good contact phone number.
3. Verify alternate contact information. (cell ph, family members)

We are contacting you on behave of CLIENT regarding your passed due FINE/TICKET(S) in the amount of \$DOLLAR AMOUNT.

Would you like to take care of this matter today?

****pause****

DEFENDANT NAME, do you have something to write with?

How will you be making this payment? We accept debit/credit card or a check by phone. There is a \$10.00 transaction fee. Money Gram express payment is also a payment option.

You can also send a cashier's check or money order to:

MVBA

REF#123456

P.O. BOX 1310

ROUND ROCK, TX 78680-1310

My name is COLLECTOR NAME and my phone number is: 1-866-955-5455.

REBUTTAL: When defendant says they cannot pay the debt:

"In order for me to stop further collection activity, I must receive the balance or representation of the balance in our office. Let's set up a payment arrangement to get this matter taken care of quickly."

F&F- Script#3- Leaving message with Other:

Hello, may I speak to DEFENDANT NAME.

May I leave a message for DEFENDANT NAME, Do you have a pen/paper avail?

My name is COLLECTOR NAME and I am calling with MVBA.

Our toll free phone # is 1-866-955-5455.

Our office hours are Monday-Friday from 8am to 7pm.

Please have DEFENDANT NAME contact me at their earliest convenience with Reference number 123456.

Thank you.

*You may speak to the 3rd party regarding this matter. Get their name and relationship.

Voicemail Messages:

Hi, this is COLLECTOR with MVBA calling for Defendants name reference number _____ in regards to a very important **legal matter**. Please return my call as soon as possible toll free at 866-955-5455.

Spanish:

Me llamo _____. Estamos llamando de la oficina de los abogados MVBA para _____ (defendant), numero de referencia #_____ referente a un caso legal que tiene pendiente en nuestra oficina. Por favor devuelva nuestra llamada lo más pronto posible al número de teléfono gratis 866-955-5455.
Gracias.

EXPLANATION OF REPORTS

Acknowledgement Report

MVBA's Acknowledgement report is sent to the client within 7 days of receiving new cases in our system. This provides the client an opportunity to verify that MVBA received the cases that were intended to be sent.

Transaction History Report

MVBA Transaction History Report is used to notify the clients daily of payments taken at MVBA. The report provides the defendant name, payment amount, current balance, date paid and status of the case. The transaction report is faxed or emailed daily with all payment received or posted each day.

Collection Activity Report

MVBA Collection activity report provides a summary of letters mailed, phone calls made, cases referred to collections and the number and amount that have been paid. The report further provides the number and dollar amount of the cases cancelled/recalled as well as the total number and dollar amount of cases resolved. This report is broken down by year and quarter and also for the life of the contract and is emailed to our clients quarterly.

Invoice

MVBA's invoice provides a detailed list of cases paid to the court and to MVBA. Each payment is itemized and includes the defendant's name, client number, date paid, date the payment was posted, money paid to each party and the corresponding fee and current balance. On Monday the invoice is created and sent with a check (ACH available) to the client.

Statement

Monthly listing of all invoices submitted reflecting the total collections for the month and total fees due that MVBA shows open and ready to be paid by the client.

McCreary Veselka Bragg and Allen, P.C.
P.O. Box 1310
Round Rock, TX 78680
1 866-955-5455

County
Attn:
113 Nelson
TX 77995

Acknowledgement Report

March 8, 2016

<u>Our Number</u>	<u>Name</u>	<u>Your Number</u>	<u>Date Rcvd</u>	<u>Amount Placed</u>
0000460				
3732182	AROCHA, BRIANNA LYNN	H201518268	2/23/2016	235.30
3732183	CHAVEZ, STEPHEN	H201518270	2/23/2016	421.20
3725823	CORTEZ, REFUGIO ORTIZ	H201518201	2/11/2016	336.70
3725826	DOWELL, THOMAS MICHAEL	H201518230	2/11/2016	218.40
3732180	GARCIA, MARIA DE LA LUZ	H201518257	2/23/2016	410.80
3732181	GARCIA, MARIA DE LA LUZ	H201518258	2/23/2016	382.20
3725824	GONZALEZ, WILLIE	H201518205	2/11/2016	384.80
3725825	GONZALEZ, WILLIE	H201518206	2/11/2016	265.20
3732184	LONG, JAMES DONIVAN	H201518276	2/23/2016	282.10
3732185	MOORE, MARK DWAYNE	H201518277	2/23/2016	336.70
3725827	STOKER, WILLIAM EARL	H201518238	2/11/2016	335.40
3725828	STOKER, WILLIAM EARL	H201518239	2/11/2016	313.30
3732186	WILLIAMS, CORNELIUS AYODELE	H201518289	2/23/2016	421.20
3732187	WILLIAMS, CORNELIUS AYODELE	H201518290	2/23/2016	590.20
3732188	WILLIAMS, CORNELIUS AYODELE	H201518291	2/23/2016	843.70
Total Items			15	\$5,777.20

MVBA Transaction Report With PCC

Run Date: 03-08-2016

0000215

County

By Fax

Name	Batch Type	Account Number	File Number	Payment Amount	Total Paid	Current Balance	Transaction Entered Date	Status Description
JUAREZ, MARIA I	Paid Us	JP10502917	762335	\$138.00	\$338.00	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
MARTINEZ, JORGE ALFONSO	Paid Us	JP10821248	1426388	\$270.40	\$270.40	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
CARDENAS, ROBERT DANIEL	Paid Us	JP11142606	2175728	\$331.50	\$331.50	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
CARDENAS, ROBERT DANIEL	Paid Us	JP11142607	2175729	\$325.00	\$325.00	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
VALLES, JAIME JR	Paid Us	JP11567092	3274916	\$143.20	\$334.10	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
GAMEZ, MARTIN	Paid Us	JP11567491	3310940	\$392.60	\$392.60	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
ORTEGALUNA, ANTONIO	Paid Us	JP11569935	3695295	\$208.00	\$208.00	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
ORTEGALUNA, ANTONIO	Paid Us	JP11569935F	3695340	\$334.10	\$334.10	\$0.00	3/7/2016	ACCOUNT PAID IN FULL

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
County
September 03, 2003 - March 08, 2016

	2011 & Prior	2012	2013	2014	2015	2016	Total	%
Cases Placed	8,031	1,606	1,067	1,226	621	190	12,741	
Dollars Placed	\$2,637,060.66	\$512,563.94	\$376,721.05	\$414,240.85	\$216,748.27	\$78,146.40	\$4,235,481.17	
Cases With Partial Payment	95	31	12	125	63	15	341	
Partial Payments Reported	\$15,285.05	\$5,132.83	\$2,078.89	\$24,782.45	\$13,005.06	\$2,196.25	\$62,480.53	
Cases Paid in Full	2,963	228	123	474	305	48	4,146	32.54%
Dollars Paid in Full	\$858,954.40	\$76,379.25	\$41,031.32	\$146,972.86	\$94,999.34	\$15,297.47	\$1,233,634.64	29.13%
Cases Cancelled By Court	1,677	876	588	440	52	11	3,644	28.60%
Dollars Cancelled By Court	\$514,810.87	\$250,813.43	\$227,730.05	\$154,477.59	\$19,048.38	\$4,085.51	\$1,170,965.83	27.65%
Cases Resolved	4,659	1,104	711	1,000	357	59	7,890	61.93%
Amount Resolved	\$1,426,601.56	\$329,825.20	\$269,806.15	\$335,263.88	\$115,744.03	\$19,291.51	\$2,496,532.33	58.94%
Cases Still in Collection							4,851	38.07%
Dollars Still in Collection							\$1,738,948.84	41.06%

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
County
September 03, 2003 - December 31, 2015

For Year 2015	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Cases Placed	111	154	177	179
Dollars Placed	\$37,304.84	\$50,714.55	\$63,447.18	\$65,281.70
Cases With Partial Payment	17	34	22	15
Partial Payments Reported	\$2,482.87	\$6,841.87	\$2,784.80	\$1,021.02
Cases Paid in Full	49	131	76	53
Dollars Paid in Full	\$14,039.04	\$41,059.49	\$21,530.20	\$15,794.37
Cases Cancelled By Court	21	2	23	17
Dollars Cancelled By Court	\$7,206.16	\$616.20	\$8,942.96	\$7,568.21
Cases Resolved	70	133	99	70
Amount Resolved	\$24,102.44	\$41,641.95	\$31,939.29	\$24,290.12

For Year 2015	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Number of Letters Mailed	3,940	466	2,121	407
Number of Calls Made	155,558	218,924	252,713	190,390

McCreary, Veselka, Bragg, and Allen, P.C.
P.O. Box 1310
Round Rock, Texas 78680

MVBA Invoice

Invoice: 114449

CHECK

Report Date: 11/09/2015

Name	Account Number	Date Posted	Date Paid	Paid to MVBA	Paid to Client	Fees	Balance
DOE, JOHN	987865	11/04/2015	11/04/2015	175.50	0.00	40.50	0.00
Report Totals				175.50	0.00	40.50	

MVBA Fees Due: \$40.50

Total Collections: \$175.50

CHECK to be Remitted: \$175.50

McCreary, Veselka, Bragg, and Allen, P.C.
P.O. Box 1310
Round Rock, Texas 78680

MVBA Invoice

Invoice: 114448

CHECK

Report Date: 11/09/2015

Name	Account Number	Date Posted	Date Paid	Paid to MVBA	Paid to Client	Fees	Balance
DOE, JANE	123456	11/04/2015	11/04/2015	0.00	286.00	66.00	0.00
Report Totals				0.00	286.00	66.00	

MVBA Fees Due: \$66.00

Total Collections: \$286.00

CHECK to be Remitted: \$0.00

Statement

Date _____

Total Amount Due

\$1,421.97

Date _____

Amount Due

233.70
156.03
225.06
555.09
84.03
168.06

Total Due

\$1,421.97

James Mansfield at 1-800-287-0013 x 208 or jmansfield@mvbalaw.com

**CONTRACT FOR THE COLLECTION OF COURT FINES
AND FEES ASSESSED BY THE COURTS OF
OF
BRAZOS COUNTY, TEXAS**

STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

THIS CONTRACT is made and entered into by and between the **COUNTY OF BRAZOS, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**County**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The County agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of delinquent debt and accounts receivable including: fines, fees, court costs, forfeited bonds, restitution and other amounts in accordance with Article I 03.0031, Texas Code of Criminal Procedure (hereinafter referred to in this agreement as Fines and Fees") pursuant to the terms and conditions in this contract.

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure. At least once each month on a date or dates agreed upon by the parties, the County will provide MVBA with copies of, or access to, the information and documentation necessary to collect the delinquent fines and fees that are subject to this contract. Whenever feasible, the County shall furnish the information to MVBA by electronic transmission or magnetic medium. The County shall be responsible for the receipting of the payment of all fines and fees collected pursuant to this contract whether received directly from the defendant or from MVBA.

III.

MVBA shall forward all cashier checks or money order payments made payable to the County and any correspondence from defendants directly to the County. Cashier checks or money order payments made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may also collect the amount due from the defendant by credit card or electronic draft which is deposited directly into the MVBA Trust Account. MVBA shall remit, weekly, all funds deposited into the MVBA Trust Account which pay the entire balance of a fines and fees account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the Court and the MVBA fee percentage and fees earned for each case. However, upon written direction of a Court, MVBA shall remit, weekly, all funds deposited into the MVBA Trust Account even if the amount does not pay the entire balance of the account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to that Court and the

MVBA fee percentage and fees earned for each case. The remittance from MVBA to the Court shall include the fees earned by MVBA on the fines and fees collected.

IV.

MVBA shall indemnify and hold the County harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of the County, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the County and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the County agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the County.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The County shall pay to MVBA said compensation on a monthly basis by check.

VI.

MVBA reserves the right to return to the appropriate court all accounts not collected within one (1) year of referral by the County, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is **two years, beginning on October 1, 2022 and continuing through September 30, 2024**, with the County having an option to renew for an additional three (3) one (1) year periods. Either party may, without cause, terminate this contract by giving the other party written "Notice of Termination of Contract" at least thirty (30) days prior to the intended termination date.

In the event that the County terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. The County may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the County by MVBA.

VIII.

For purposes of sending notice under the term of this contract, all notices from the County shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Harvey M. Allen
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the County shall be sent by certified United States mail or delivered by hand or courier to the following address:

County of Brazos, Texas
Attention: _____, County Judge
Brazos County Administration Bldg., Suite 332
200 South Texas Ave
Bryan, Texas 77803

IX.

This contract is made and is to be interpreted under the laws of the State of Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The County has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2022

COUNTY OF BRAZOS, TEXAS

County Judge

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

Harvey M. Allen
Attorney at Law



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2017

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

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

PRODUCER Whorton Insurance Services 11200 Jollyville Rd. Austin TX 78759-4813		CONTACT NAME: Lana Spires, CIC CISR AAI PHONE (A/C No. Ext): (512) 338-1191 FAX (A/C No.): (512) 338-1196 E-MAIL ADDRESS: LanaS@whortonins.com																						
INSURED McCreary, Veselka, Bragg & Allen PC, DBA: MVBA dba P O Box 1269 (700 Jeffrey Way Ste 100 78665) Round Rock TX 78680		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Foremost Signature Insurance Co</td><td>41513</td></tr><tr><td>INSURER B:</td><td>Foremost Insurance Co Grand Rapids</td><td>11185</td></tr><tr><td>INSURER C:</td><td>Texas Mutual Insurance Co</td><td>22945</td></tr><tr><td>INSURER D:</td><td>Travelers Casualty & Surety Co of</td><td>31194</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Foremost Signature Insurance Co	41513	INSURER B:	Foremost Insurance Co Grand Rapids	11185	INSURER C:	Texas Mutual Insurance Co	22945	INSURER D:	Travelers Casualty & Surety Co of	31194	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Foremost Signature Insurance Co	41513																						
INSURER B:	Foremost Insurance Co Grand Rapids	11185																						
INSURER C:	Texas Mutual Insurance Co	22945																						
INSURER D:	Travelers Casualty & Surety Co of	31194																						
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PAS37614857	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SBS41594723	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Terrorism \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		PAS37614857	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: Y/N <input type="checkbox"/> N/A		TSE0001165274	2/1/2017	2/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	LAWYERS PROFESSIONAL LIABILITY CLAIMS-MADE		105520005	10/31/2016	10/31/2017	EACH CLAIM/ALL CLAIMS \$ 2,000,000 DEDUCTIBLE \$ 125,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

Jim Whorton/MMIREL

RIDER

BOND NO. 775224817 TX

EFF. DATE OF RIDER: JANUARY 01, 2007

PRINCIPAL: MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW

OBLIGEE: THE STATE OF TEXAS

DATE OF BOND: JUNE 01, 2003

This rider is to be attached to and form a part of the above described bond.

The surety hereby gives its consent to CHANGE PRINCIPAL BOND ADDRESS TO:

700 JEFFREY WAY, SUITE 100, ROUND ROCK, TX 78664

Nothing herein contained shall be held to vary, alter, waive or extend any of the
terms, conditions, provisions, agreements or limitations of the above mentioned bond
other than as above stated.

Signed and Dated on the 26 DAY OF FEBRUARY, 2007.

MC CREARY, VESELKA, BRAGG & ALLEN, P.C.
ATTORNEYS/AT LAW

Principal

BY: 

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
Surety

BY: 

LESLIE LUE SCHWANKL, Attorney-In-Fact

THIRD-PARTY DEBT COLLECTOR BOND

BOND NUMBER: 775224817 TX

KNOW ALL PERSONS BY THESE PRESENTS:

That, we MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW, as Principal, whose address 5929 BALCONES DRIVE, SUITE 200, AUSTIN, TX 78731 and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA, as Surety, and being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State of Texas, in the sum of TEN THOUSAND DOLLARS AND NO/100 (\$10,000), payable to the State for the use and benefit of the State or any injured party, lawful money of the United States of America, the payment of which well and truly to be made, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT:

Whereas, the above named Principal is engaged in the business of a third-party debt collector in accordance with the provisions of Texas Financial Code, §392.001 et seq.;

NOW, THEREFORE, if the Principal shall conduct the business of said Principal in accordance with the provisions of §392.001 et seq., and if said Principal in the course and scope of the business of said Principal shall not damage any person by any violation of the act, then this obligation shall be void, otherwise to remain in full force and effect.

THIS BOND IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. This bond shall also be construed to be in favor of any person damaged by any violation of §392.001 et seq.
2. That an individual injured by a violation of this act may bring an action against principal and surety on this bond.
3. That the aggregate liability of the surety to all persons damaged by principal's violation of this act may not exceed the amount of the bond.
4. The bond shall not be subject to cancellation by either the principal or the surety unless written notice of intent to cancel is forwarded by the surety and/or principal to the Secretary of State, Statutory Documents Section, at least ninety (90) days prior to the effective date of the cancellation. If the cancellation is at the request of the surety, the surety shall also provide the principal with written notification at least ninety (90) days prior to the effective date of cancellation.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have been executed this bond, this 29 DAY OF MAY, 2003.

This bond is effective JUNE 01, 2003.

SURETY BY:

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

Eleanore G. Woodward
(Signature)

ELEANORE G. WOODWARD
(Printed or Typed Name)

Title:

Attorney-In-Fact

Address:

ONE TOWER SQUARE, HARTFORD, CT 06183

Countersigned by:

N/A
(Signature)

N/A
(Printed Name)

PRINCIPAL: MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW

Harvey M. Allen
(Signature)
President HARVEY M. ALLEN
(Printed Name & Title)

File completed bond form with:

Secretary of State
Statutory Documents Section
P.O. Box 12887
Austin, TX 78711-2887

(DCB/10/93)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Patrella L. Wolf, Eleanor G. Woodward, of Minneapolis, Minnesota,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS:

On **MAY 29 2003** before me, a Notary Public within and for said County and State, personally appeared ELEANORE G. WOODWARD known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and that executed the within and foregoing instrument in behalf of said corporation and (s)he duly acknowledged to me that such corporation executed the same.



Angela Jill Luscomb

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 3rd day of December, 2002.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

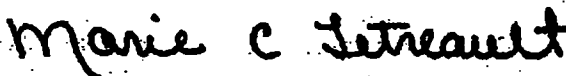
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 3rd day of December, 2002 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument, that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.





My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

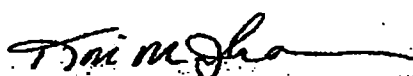
CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this _____ day of _____, 20

MAY 29 2003



By 
Kori M. Johanson
Assistant Secretary, Bond

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, on the front if space permits.

Article Addressed to:

SECRETARY OF STATE
STATUTORY DOCUMENTS
SECTION

P.O. Box 12887
Austin, TX. 78711-2887

COMPLETE THIS SECTION ON DELIVERY

A. Recipient's Name **DOUG BENNIGHT** B. Date of Delivery
MAIL & MESSENGER SERVICE

C. Signature

X

JUN 06 2003

☐ Agent
☐ Addressee

D. Is delivery address different from Item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

1BPC

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7000 1670 0009 7757 7382

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

**Franchise Tax Account Status**

As of : 08/16/2022 11:04:39

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

MCCREARY, VESELKA, BRAGG, & ALLEN, P.C.**Texas Taxpayer Number** 17423054091**Mailing Address** 700 JEFFREY WAY STE 100 ROUND ROCK, TX 78665-2417**Right to Transact Business in Texas** ACTIVE**State of Formation** TX**Effective SOS Registration Date** 06/30/1981**Texas SOS File Number** 0090632002**Registered Agent Name** HARVEY M ALLEN**Registered Office Street Address** 700 JEFFREY WAY, STE 100 ROUND ROCK, TX 78664



Certificate of Membership

2020

McCreary, Veselka, Bragg & Allen, P.C.

Round Rock, Texas

Company Member Number 13054873

has pledged to uphold and abide by the Code of Conduct of ACA International, the world's largest organization of accounts receivable management companies, and is hereby entitled to the rights and privileges of membership as provided in the Bylaws of ACA International, the Association of Credit and Collection Professionals.

Certificate of Membership

2020

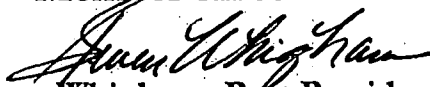
MCCREARY, VESLEKA, BRAGG & ALLEN, PC

ROUND ROCK, TEXAS

Member Number 13054873

Has pledged to maintain high standards of professionalism in serving credit grantors and consumers, to abide by federal and state laws and uphold the Code of Ethics and Rules and Regulations of this Association, and is hereby entitled to the rights and privileges as provided in the Bylaws of the American Collectors Association of Texas.

Member Since 2003


Steve Whigham, Past President



American Collectors Association of Texas