

RFP/Q NO: 14-333-10-15	CONTRACT'S MANAGER: VANGIE Y. GARCIA	TEL NO: (956) 318-2626
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REQUEST FOR PROPOSAL WITH QUALIFICATIONS

**Hidalgo County
Edinburg, Texas**

RFP/Q-DELINQUENT TAX COLLECTION SERVICES

October 15, 2014

Contact Person:

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

LEGAL NOTICE

RFP/Q NO: 14-333-10-15-VYG

1. Sealed Proposals with Qualifications will be received for "**Delinquent Tax Collection Services for Hidalgo County- RFP/Q**", in accordance with the requirements attached hereto as Exhibit "A." RFP/Q's should address all requirements set forth. Submitters may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFP/Q.
2. One (1) original and ten (10) copies of all RFP/Q's are required, with the submitters name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**Request for Proposal with Qualifications-14-333-10-15-VYG- RFP/Q-Delinquent Tax Collection Services for Hidalgo County**" and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 15, 2014.** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "Request for Proposal with Qualifications-14-333-10-15-VYG- RFP/Q-Delinquent Tax Collection Services for Hidalgo County"** . Hidalgo County reserves the right to refuse and reject any/all RFP/Qs and to waive any/all formalities or technicalities, or to accept the RFP/Q considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, October 8, 2014, at 5:00 p.m.** Responses will be sent to all applicants via facsimile by **Friday, October 10, 2014.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County may elect to award the contract to the next-lowest responsible submitter, or to reject all RFP/Q'S and re-advertise.
4. A. For applicable: a) work to be performed, b) products to be provided, or c) services to be rendered at a Hidalgo County-owned or operated location, office, department or program each submitter shall, in its sole discretion and expense, visit the job site before preparing the RFP/Q and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFP/Q; **See Exhibit A (contained herein)-SCOPE OF SERVICES, item #8 for further requirements.**

B. There is no expressed or implied obligation for Hidalgo County to reimburse respondents for any expense incurred in preparing responses to this RFP/Q, and Hidalgo County will not reimburse anyone for these expenses.
5. No RFP/Q may be withdrawn within ninety (90) days from the scheduled time to accept RFP/Q's.

6. Any interpretations, amendments, corrections or changes to this RFP/Q document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposal and Qualification. Submitters shall acknowledge receipt of all addenda as a part of their RFP/Q.
7. Hidalgo County reserves the right to accept or reject any or all RFP/Q's.
8. Hidalgo County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
9. If applicable, funds for this procurement have been provided through Hidalgo County budget for this fiscal year only. Hidalgo County on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. The award of an RFP/Q or contract hereunder will not be construed to create a debt by Hidalgo County which is payable out of funds beyond the current fiscal year.
10. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to Hidalgo County in order to establish an account with Hidalgo County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
11. DELIVERY INSTRUCTIONS (FOR APPLICABLE GOODS AND/OR PRODUCTS):
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Ramon V. Vela Jr., Assistant Purchasing Agent, before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Contact: Vangie Y. Garcia, Contract's Manager
(956) 318-2626 or (956) 292-7000, Ext. 4856

12. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful submitter
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"RFP/Q-14-333-10-15-VYG-Delinquent Tax Collection Services-Hidalgo County"**
 - e) Descriptive information as to the items **RFP/Q-Delinquent Tax Collection Services for Hidalgo County** or services delivered, including product code, item number, quantity, etc.
 - . Discount payments will be considered when offered.
 - . Contact person for Billing and Payment questions:

**Ray Eufrazio, CPA
Hidalgo County Auditor's Office
100 E. Cano, 3rd Floor
Edinburg, TX 78539
(956) - 318-2511**

13. Schedule of Events

RFP/Q Acceptance, 9:30 A.M.	<u>October 15, 2014</u>
Award of Contract, Anticipated/Projected	_____, 2014
Commence Work / Deliver Products/ Provide Services	_____, 2014

14. Bid or Performance Bond; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to Hidalgo County for the full amount of the contract, if that contract exceeds \$50,000.
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to Hidalgo County, and, if applicable, the receipt by Hidalgo County of satisfactory evidence that all subcontractors and material men have been paid.
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

15. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or

procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

16. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE
RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

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

provided by successful proposer.

24. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal and Qualifications shall be subject to Hidalgo County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to Hidalgo County. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County and may be used or disposed of at Hidalgo County's discretion and without waiver of any other rights of Hidalgo County as to the item's nonconformity.
25. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
26. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County.
27. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
28. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Proposal And Qualifications
RFP/Q-Delinquent Tax Collection Services for Hidalgo County
RFP/Q NO: 14-333-10-15-VYG

October 15, 2014

To: Valde Guerra, Executive Officer to Hidalgo County Commissioners Court
Hidalgo County Purchasing Department
Attention: Darlene Betancourt, CPPB
Evangelina Garcia, Contract's Manager
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Submitter acknowledges receipt of all of the pages of the documents referenced in the Request For Proposal and Qualifications Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all RFP/Q's and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

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

Respectfully submitted,

Submitter: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL WITH QUALIFICATIONS

RFP/Q- Delinquent Tax Collection Services-Hidalgo County
RFP/Q NO: 14-333-10-15-VYG

Hidalgo County is seeking proposals with qualifications for the provision of **Delinquent Tax Collection Services for Hidalgo County** from competent, interested and qualified legal firms/vendors for the purpose of providing services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposal with qualifications for the provision of **“RFP/Q-Delinquent Tax Collection Services for Hidalgo County”** as specified herein. Proposal with qualifications will be accepted until **9:30 A.M., Wednesday, October 15, 2014**. **ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q No: 14-333-10-15-VYG

US Postal Mail Address:

Vangie Y. Garcia, Contract’s Manager
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Vangie Y. Garcia, Contract’s Manager
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

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

RFP/Q No: 14-333-10-15-VYG

The following outlines the Request For Proposals with Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this proposal with qualifications be addressed to, Vangie Y. Garcia, Contract’s Manager, Hidalgo County Purchasing Department New Administration Building at US Postal Mail Address at 2812 S. Business Hwy. 281 or Physical Address of 2802 S. Business Hwy. 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED BY FACSIMILE BY NO LATER THAN Wednesday, October 8, 2014, at 5:00 P.M. at (956) 318-2629.** Responses will be sent to all applicants via facsimile by Friday, October 10, 2014. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER’S AFFIDAVIT:

Respondents to this RFP/Q must submit a signed Proposer’s Affidavit (attached herein in Exhibit “D”) certifying that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer’s Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as

described in the Proposer=s Affidavit.

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFP/Q's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions of responses to RFP/Q's.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposals with Qualifications (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two(72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:

Hidalgo County requires submitters, when hand delivering Proposals with Qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP/Q responses off. Please note that on the acceptance date the time indicated at the receptionist desk.

SIGNING OF QUALIFICATIONS:

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

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

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

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of (bids, proposal and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County for: a) work to be performed, b) products to be provided, or c) services to be rendered at a Hidalgo County-owned or operated location, office department or program each submitter shall, in its sole discretion, visit the job site before preparing the RFP/Q and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFP/Q.

SECTION II: RFP/Q REQUIREMENTS

Request For Proposals with Qualifications:

The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any Hidalgo County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and ten (10) copies** of the RFP/Q shall be submitted to the address on the cover letter.

Contents:

The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length. Hidalgo County and the Tax Assessor-Collector's office shall furnish all necessary delinquent tax information to the awarded vendor on all property within the boundaries of Hidalgo County. The awarded vendor shall determine the name, identity and location of necessary parties and procure necessary legal descriptions of property and recover the costs of obtaining such information.

Firm Qualifications:

The County of Hidalgo is seeking to contract with a competent law firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

1. Collection of Delinquent Taxes, Penalty and Interest
2. Delinquent Tax Collection Litigation Program
3. Delinquent Tax Collection Involving Bankruptcy Cases

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, the AMERICAN BAR ASSOCIATION, etc.. The law firm(s) must add copies of their Professional Liability Insurance.

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

1. Enforcing by suit, or otherwise, the collection of all delinquent taxes, penalty and interest, both at the onset and over a sustained period of time.
2. Preparing delinquent tax reports and updates based on data provided by the County.
3. Preparing and sending such notices to delinquent taxpayers to foreclose tax liens and otherwise facilitate collection of delinquent taxes for a minimum of nine (9) times per year, including the Title I. Property Tax Code, Chapter 33. Delinquency, ' 33.48. Recovery of Costs and Expenses Notice.
4. Advising the County on legal issues that arise in the process of delinquent tax collection and any other legal services offered.
5. Filing claims and participating in bankruptcy cases involving delinquent taxpayers. Bankruptcy, cost for services out of state or in other areas of the state.
6. Providing such additional services as Commissioners' Court and the Tax Assessor-Collector may deem advisable to expedite the collection of delinquent taxes.
7. Providing automated data processing services in:
 - a. Delinquent account collections
 - b. Follow-up notification on delinquent accounts
 - c. Suit filing
 - d. Reporting for accountability and statistics
 - e. Describe skip tracing processes including returned mail.
8. Indicate all interfacing and timing that will occur with Hidalgo County in terms of information to be supplied through printouts or computer tapes. Indicate ability to interface with Hidalgo County's Tax Office internal data processing systems. Indicate what type of input and in what format can your system accept. Firm's predefined input requirements must be adapted based on Hidalgo County's Tax Office capabilities and limitations.

Qualifications include, but may not be limited to the following:

Size of Law Firm

A law firm qualified to do business in the State of Texas.

Delinquent ad valorem tax collections experience; number of years.

Firm must clearly demonstrate the:

1. ability to provide immediate and consistent efforts in collections of delinquent taxes, penalty and interest;
2. quality and success of its litigation program;
3. results of its delinquent taxes, penalty and interest collections, with other Texas entities, including counties;
4. quality of its data processing services and on-line Tax Office support capabilities;
5. ability to handle thousands of accounts at one time; availability of attorneys and support staff; the overall personnel resources to support the County's program.

Firm must have at least five (5) years of experience in delinquent tax collections in the area (and demonstrate an understanding of the regional issues that impact tax collections) and must provide:

1. an organizational chart of it's collection management team (Project Team), including their responsibilities, office locations, and biographies demonstrating strengths in this area of collections.
2. a proposed Work Plan, which includes the efforts that the Agency proposes to locate defendants and to collect the taxes, penalty and interest. Describe the following:
 - i. Tax Suit (and pre-suit) processes;
 - ii. Tax Sales process
 - iii. Tax Seizures process and samples, if available.
3. a proposed plan for telephone collections, including both outgoing and incoming phone calls, having bilingual collectors available.
4. A listing of County references/clients/accounts comparable to the size of Hidalgo County.

Firm must propose how payments of taxes, penalty and interest are to be handled.

Delinquent tax collection procedures and tax collection rates.

Procedures for filing law suits and state how these are monitored.

Number of current/ongoing contracts with taxing jurisdictions.

The fee structure should be based upon its experience and proposed efforts (include a sample contract). Fee and Sample Contract must be in accordance with the applicable law addressing attorneys representing taxing units.

Identify all local community involvement and any professional affiliations or organizations your personnel are involved with.

Local office resources/history.

Any state/national recognition or awards.

The Law Firm shall use diligence, reasonable and ethical methods, and employ lawful means to effect the collection of Hidalgo County's delinquent taxes.

TERM OF CONTRACT:

The contract term shall be for a two (2) year term, with the County's option to renew for an additional one (1) year term OR an additional one (1) - two (2) year term, under the same fees, terms and conditions.

Hidalgo County reserves the right to continue this contract for an additional ninety (90) day Grace Period at the end of the contract under the same rates, terms and conditions for unforeseen delay during the procurement process.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and ten (10) copies.**

PART III: SELECTION AND SCHEDULES

SELECTION PROCEDURES:

The RFP/Q shall be submitted according to the schedule below.

Proposal Ranking:

Hidalgo County Commissioners Court may appoint or designate a Committee to score and evaluate the written RFP/Qs. Firms may be asked to provide additional information for clarification purposes based on the information provided within the Proposal Response. Thereafter, Hidalgo County Commissioners Court will finalize the evaluation and rank the respondents based upon their presentations to the Court.

Negotiation Process:

One finalist will be selected for the negotiation phase of the Request for Proposal/Qualification process. The law firm shall be compensated by the County on an agreed upon flat fee. No commission fees will be allowed. If negotiations prove unsuccessful with the number one ranked firm, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFP/Qs.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by Hidalgo County with thirty (30) day's written notice prior to cancellation unless otherwise negotiated and agreed to by both parties as part of the finalized and negotiated contract.

PROPOSAL SUBMITTED TO: An original and ten (10) copies of RFP/Q's should be submitted to:

Attn: Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

RFP/Q's must be submitted by **no later than 9:30 a.m. on Wednesday, October 15, 2014.**

EVALUATION:

The evaluation system consists of a 100-point system. The Proposer's will be ranked after evaluation. Categories under the 100-point system include response to RFP/Q. RFP/Q submittal evaluation will be based on the criteria outlined in Exhibit B.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL AND QUALIFICATIONS

RFP/Q- Delinquent Tax Collection Services-Hidalgo County
14-333-10-15-VYG

RFP&Q EVALUATION CRITERIA

The submitter's RFP&Q will be evaluated based on the criteria presented below factoring in the responses and information provided in the Requirements section. These criteria will be scored on the scales shown on the enclosed "RFP&Q Evaluation Form."

1. Staffing of Project Team (20)

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualification to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Proposal and Qualifications (RFP&Q). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Experience of Project Team/Ability to Commit Resources (20)

The provider shall designate experienced tax collection and legal staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. Methodology (20)

The RFP&Q should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. Understanding of Project/Similar Projects (20)

The proposal should conform to the requirements of Section 6.30 of the Texas Property Tax Code and include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firm should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. Fees (10)

Fee schedule should be based in firms proposed efforts in complying and providing all ADelinquent Tax Collection Services@ as set forth by Hidalgo County in this RFP/Q.

6. Presentation to Commissioners Court (10)

The firms meeting all the requirements and receiving the highest scores on the categories above will be invited to make a presentation to Commissioners= Court and will be graded accordingly.

**EVALUATION FORM
HIDALGO COUNTY
RFP&Q
Delinquent Tax Collection Services**

	<u>Selection Criteria</u>	<u>Max. Points</u>	=	<u>Score</u>
1.	Staffing of Project Team	(20)	=	()
2.	Experience of Project Team Ability to Commit Resources	(20)	=	()
3.	Methodology	(20)	=	()
4.	Understanding of Project/Similar Projects	(20)	=	()
5.	Fees	(10)	=	()
	Sub-total	90%		Sub-total Score _____
6.	Presentation to Commissioners= Court	(10)	=	()
	Total	<u>100%</u>		Total Score _____

Provider: _____

Evaluator:

Date: _____

Notes/Comments:
