

**EXHIBIT A**  
**REQUIREMENTS**  
**HIDALGO COUNTY**  
**REQUEST FOR PROPOSALS**

**COLLECTION OF DELINQUENT COURT COST, FEES,  
AND FINES**

**RFP: NO. 2019-103-09-16-**

Pursuant to Article 103.0031 of the Texas Code of Criminal Procedure, Hidalgo County is seeking to enter into a legal services contract with a state-registered (Texas) law firm for the collection of delinquent fees, fines and court costs assessed by Hidalgo County's State District Courts, County Courts at Law and Justice of the Peace Courts. The required services shall be implemented in two (2) phases beginning with Phase I, which will include the State and County Courts, and Phase II which will include the Justice of the Peace Courts. The Hidalgo County District Attorney's Office together with the Justices of the Peace shall determine when Phase II will begin. If needed, the Hidalgo County Collections department and/or Hidalgo County's IT department will help facilitate the identification and extraction of JP cases to be referred to the law firm. The Hidalgo County Purchasing Department will receive sealed envelopes containing sealed responses/proposals for the provision of RFP: "**Legal Services for the Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II Hidalgo County**" as specified herein. Proposals will be accepted until **9:30 A.M, on September 16, 2019.** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP Number: 2019-103-09-16  
Valde Guerra Hidalgo County Executive Office  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

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

The following outlines the Request For Proposal:

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

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of proposals be routed to Valde Guerra, Hidalgo County Executive Office at 2802 S. Business Hwy. 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday \_\_\_\_\_, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by \_\_\_\_\_, \_\_\_\_\_, 2019. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

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

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

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

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

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

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

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

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

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

**TERM OF ENGAGEMENT:**

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

**TERMINATION:**

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

**GRACE PERIOD EXTENSION:**

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

**INDEMNIFICATION:**

The Contractor hereby agrees to indemnify and hold the County and its agents, elected officials officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the County, its agents, elected officials officers or employees, arising from any and all acts done or omitted to be done by the Contractor, or Contractor's employees, agents, subcontractors or assigns in connection with the operation of the Facility or the provision of service by the Contractor pursuant to this Agreement and from any and all claims or causes of action that may be brought by any third party by reason of or pursuant to this Agreement; provided that this section shall not be construed as creating any right, cause of action, claim, of waiver or estoppels for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Contractor or County.

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

**SECTION II RFP REQUIREMENTS**

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

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

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

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

**HIDALGO COUNTY’S RESPONSIBILITY:**

- a. These accounts will be turned over to the Law Firm based upon a delinquency date of at least 120 days past due. The due date will be calculated as 120 days past the scheduled appearance date (*or* if appearance date is not tracked, then 120 days from the date of ticket); OR if the defendant appeared and was granted an extension, then 120 days past that date; OR if there was a judgment or conviction, then 120 days past that date (*or* any due date set by the court); OR if the defendant is placed on probation or parole in the appropriate courts, then 120 days past the date that a Motion to Revoke is filed. The County shall have the option to include J.P.’s. past due fees and fines for collection by the Law Firm.
- b. A monthly extraction of cases which meet the extraction criteria set by the County as candidates for remote collection. The extract may include any items currently available on our systems.

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

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

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

Receive from County:

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

Return to County:

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

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

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

**FIRM REQUIREMENTS:**

- a. **Personnel and Staffing:** The Law Firm must provide an organizational chart of its collection management team, including their responsibilities, office locations, and biographies demonstrating strengths in this area of collections.
- b. The Law Firm must provide a proposed Work Plan, which includes the efforts that the Agency proposes to locate defendants and to collect the fines and fees.
- c. The Law Firm must clearly demonstrate its ability to handle thousands of accounts at one time.

- d. The Law Firm must provide a proposed plan for telephone collections, including both outgoing and incoming phone calls, having bilingual collectors available.
- e. The Law Firm must propose how payments of fines and fees are to be handled.
- f. The Law Firm must include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

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

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

The Firm will be paid a percentage only on the actual amount collected. There shall be no percentage paid on those amounts collected under the Scofflaw or Omni base programs. There shall be no upfront costs to the County.
  - 2. No payments will be made to the Firm for persons arrested by Law Enforcement Agencies prior to the Court's receipt of a voluntary payment, or for a warrant which is subsequently dismissed or for which no money is actually received by the County.

- i. The County may recall at anytime from the Firm a warrant previously referred for collections efforts, when in the opinion of the County the best interest of the County will be served by recalling the warrant.
- j. The Firm shall use due diligence, reasonable and ethical methods, and employ only lawful means to effect the collection of all accounts/warrants.
- k. List all services to be provided and include a brief explanation/description of each

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

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

**PROPOSAL CONTENTS:**

All proposals submitted must include the following:

- 1. All criteria outlined
- 2. Evidence of financial stability

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

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

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

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

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

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

### **Experience:**

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

### **Collections procedures**

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

### **Collection Notices**

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

### **Computer Network**

- a. State a brief description of the computer system used and its update capabilities.
- b. State whether terminal access will be made available for on-line inquiry.
- c. Describe the Firm's ability to maintain records of placements, collections, recovery and producing reports, and billing for an unlimited number of clients and debtors, and describe backup capabilities.

- d. What steps has your Firm undertaken to ensure that your system will fully interface with Hidalgo County's current Odyssey Software System. Your system must be able to work with the data export provided by Tyler. Please list 3 to 4 Odyssey client references if available.

### **Management Reports**

- a. The Firms should acknowledge the need for a cooperative effort and open communications between the Firms and the County. The frequency of reporting and the content of data transmitted to the County should be identified.
- b. It is agreed that the Firms shall maintain and make available for inspection, audit and/or reproduction for any authorized representative of the County or any external auditor representing the County-books, documents, and other relevant information pertaining to the collections carried out for the County and the expenses of this contract.
- c. Include examples of reports.
- d. Quarterly collection reports are to be provided and presented to Commissioner's Court at Court meetings.
- e. County Auditor requires the ability to enter Vendor's System with password to run or review reports. The County Auditor will require vendor assistance to create and format reports on an as needed basis.

### **Fee Structure**

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

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

### **EVALUATION OF PROPOSALS**

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

1. Firms qualifications: (25)
  - Experience in collecting for Counties, cities and other client in the State of Texas
  - Experience and stability of key staff members
  - References
2. Collection Procedures: (25)
  - Collection time period, collection techniques utilize for this contract
  - Payment handling
  - Procedure for Implementing work plan and timetable
  - Handling of non-English speaking clients
3. Collection Notices: (10)
  - Customer service methodology of contacts and notices---handling customer's questions/problems. Example: Letters, phone transcripts, etc
  - Adequacy and sophistication of telephone resources:

4. Management Reports: (25)

Reports provided to the County  
Flexibility in meeting the County’s reporting needs  
Responses to Auditor inquiries and confirmation requests

5. Computer Network: (15)

Adequacy and sophistication of Data Processing Resources  
Data Transfer procedures  
On-line inquiry capabilities  
Proposed methodology for data transfer to and from the County data base

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

**SELECTION AND SCHEDULES**

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

**Proposal Ranking:** An Evaluation Committee selected and/or appointed (which may include the \_\_\_\_\_) or as otherwise opted by HCCC will grade, evaluate and score the submitted responses to RFP. The Evaluation Committee will present a scoring grid for the purposes of ranking by Hidalgo County Commissioners’ Court.

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

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

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

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

**PROPOSAL EVALUATION Total = 100 points**

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

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

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

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RFPs must be submitted by **no later than 9:30 a.m. on Monday, September, 2019.**