



**REQUEST FOR PROPOSALS (RFP)**

**HIDALGO COUNTY**

**RFP NO: 2020-062-04-08-YZV**

***“Online Tax Sale Auction for Foreclosed Properties”***

Acceptance Date: **April 08, 2020**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

Contract Specialist Contact Information:  
Yolanda Velasquez Contract Specialist II  
(956) 318-2626 Ext. 4881  
[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

Form HCPD-04

1. Sealed proposals will be received for **Hidalgo County-“Online Tax Sale Auction for Foreclosed Properties”**, in accordance with the specifications attached as Exhibit "A" hereto. Responses should address all specifications set forth. Bidders (may also be referred to as respondents, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"), however, a 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 bid.
2. **One (1) original and one (1) electronic copy of response is required**, with the respondent's 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, **RFP: 2020-062-04-08-YZV- Hidalgo County-“ Online Tax Sale Auction for Foreclosed Properties”**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **on or before 9:30 am, Wednesday, April 08, 2020.**

**NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL 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 AND/OR PACKAGE IN REFERENCE TO RFP.**

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities or to accept the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your Bid:

1. Legal Notice (See **page 11**);
  2. Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
  3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
  4. Vendor Bidder Application & W-9 forms (See **Exhibit “E”**);
  5. Certification Regarding Debarment (See **Exhibit “F”**);
  6. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit “H”**);
  7. Proposer's Affidavit (See **Exhibit “J”**); and
  8. SAMS.gov Registration Acknowledgement (See **Number 17** below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
  4. Failure of the delivered item 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, County may elect to award the contract to the next-lowest responsible respondent or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
  - At least seventy-two (72) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626
14. **BILLING AND PAYMENT INSTRUCTIONS:**
  - Invoices must include:
    - a) Name and address of successful respondent
    - b) Name and address of receiving department or official
    - c) Purchase Order Number and Contract number (if any)
    - d) Notation - **Hidalgo County-“ Online Tax Sale Auction for Foreclosed Properties”**
    - e) Descriptive information as to the items or services delivered, including product code,

item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR’S OFFICE**

Postal/Mailing 2808 S. Business Hwy. 281  
 Edinburg, Texas 78539  
 956-318-2511

**15. SCHEDULE OF EVENTS**

Proposals Opening, 9:30 A.M.	<u>April 08, 2020</u>
Award of Contract:	_____
Commence Work or Deliver Products:	_____

**16. HIDALGO COUNTY HOLIDAYS:**

2020 YEAR	
<b>New Year’s Day</b>	<b>01/01/2020</b>
<b>Martin Luther King Day</b>	<b>01/20/2020</b>
<b>President’s Day</b>	<b>02/17/2020</b>
<b>Good Friday</b>	<b>04/10/2020</b>
<b>Memorial Day</b>	<b>05/25/2020</b>
<b>Independence Day</b>	<b>07/03/2020</b>
<b>Labor Day</b>	<b>09/07/2020</b>
<b>Columbus Day</b>	<b>10/12/2020</b>
<b>Veteran’s Day</b>	<b>11/11/2020</b>
<b>Thanksgiving Day</b>	<b>11/26 &amp; 27/2020</b>
<b>Christmas Day</b>	<b>12/24 &amp; 25/2020</b>
<b>New Year’s Eve</b>	<b>12/31/2020</b>

**17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; 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 bidders 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 by 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 qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the 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 the County, and, if applicable, the receipt by 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.
- **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management.**

#### 18. TITLE VI NOTICE/ NONDISCRIMINATION

- a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices “A” through “E”) are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
- “The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award”.
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the bid.
- If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

**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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the 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 qualification therefore pending before any department or agency of the 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 the 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.

**• NOTICE:**

***ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.***

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

**19. DISCLOSURE OF CONFLICT OF INTEREST**

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 the statement to be filed. The disclosure requirement applies to a person

or business that 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 respondent fails to comply with the 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**If applicable, completed Form CIQ must be submitted 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFP No. 2020-062** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office via email to [volanda.velasquez@co.hidalgo.tx.us](mailto:volanda.velasquez@co.hidalgo.tx.us) Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

21. If during the life of any contract, or qualification awarded, the successful respondents' net prices 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 County.
22. Qualifications 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.
23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
  - 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; and
  - Be otherwise qualified and eligible to receive an award.
24. Successful respondent will pay or cause to be paid, without cost or expenses to 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 respondents' officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful respondent 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 County with thirty (30) days written notice prior to cancellation.
26. 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 the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise, perform in accordance with the requirements.
27. **Successful respondent shall defend, indemnify and save harmless 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arises from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' 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 the successful respondent.**
28. Successful respondent shall warrant that all items/services shall conform to 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 Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two (2) business days at no expense to County. Items that are not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without

waiver of any other rights of County as to the items' nonconformity.

29. 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.
30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Respondents shall provide with the qualification 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 the name of the representative or contact person.
32. CONTRACTS SUBJECT TO FEDERAL AWARD:
  - The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
  - In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
  - **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy: "Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes).
33. HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (*See Exhibit "E" for requirements*).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

- 34. BOYCOTT ISRAEL VERIFICATION:** In accordance with the Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not boycott Israel during the term of the contract. *Pursuant to Sections 2270.001, 2270.002, 808.001, 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 for ordinary business purposes; and*
  2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
  3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*
- 35. TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS:** By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. The Texas State Comptroller will prepare and maintain this list as per Texas Government Code §2252.153, as amended. Contractor further understands that the County shall perform a search of the relevant

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database and a contract cannot be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.

- 36.** By signing the acknowledgement form to this legal notice, Vendor understands that it is providing written verification and certification that it does not boycott Israel and will not boycott Israel during the term of the contract. If Vendor claims an exception or otherwise cannot make this certification, then Vendor shall attach separate sheet(s) to provide the basis for the exemption or for not making the certification. Failure to comply or providing false information may result in rejection of Vendor's submission. **Vendor shall indemnify and hold harmless the County, its elected officials, employees and agents from any and all claims, damages, losses, expenses and costs of any nature based on the County's reliance on this verification.** Vendor's written verification is incorporated for all purposes as part of any resulting agreement.
- 37.** Respondents must provide all applicable documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Proposals  
For  
**HIDALGO COUNTY**

**“Online Tax Sale Auction for Foreclosed Properties”**

**RFP NO: 2020-062-04-08-YZV**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Location: 2802 S. Business Hwy. 281  
Postal/ Mailing: 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 respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Table of Contents presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**By:**

\_\_\_\_\_

**Printed  
Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**EXHIBIT A**  
**Requirements**

**REQUEST FOR PROPOSAL**

**HIDALGO COUNTY**

***“Online Tax Sale Auction for Foreclosed Properties”***

**RFP NO: 2020-062-04-08-YZV**

Hidalgo County ("County") is seeking Competitive Sealed Proposals (RFP) entitled "Online Tax Sale Auction for Foreclosed Properties" related to the provision of a platform for online tax foreclosure sales on behalf of the County. The County will select the Proposal that offers the "best value" based on the published selection criteria and on its ranking evaluation of submitted proposals.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, April 08, 2020.** ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

## **SECTION I**

### **GENERAL TERMS AND CONDITIONS**

#### **ADDITIONAL INFORMATION:**

Hidalgo County requires that "Request for Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

#### **US Postal Mail address:**

Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539

#### **Physical Address:**

Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

All costs and expenses associated with the preparation and submission of (proposals) shall be the responsibility of the bidder/proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

#### **PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit H**) 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 PROPOSALS:**

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 the articles or 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.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS:**

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.

**RFP QUESTIONS AND ANSWERS:**

Any protest(s) or question(s) regarding the requirements procedures must be received in the Purchasing Department via e-mail: [volanda.velasquez@co.hidalgo.tx.us](mailto:volanda.velasquez@co.hidalgo.tx.us) BY NO LATER THAN **Monday, March 30, 2020 at 5:00 p.m.** Responses will be sent to all applicants VIA EMAIL by **Wednesday, April 01, 2020 at 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**TERM OF CONTRACT:**

The term of this RFP will be for a period of one (1) year period with the County's sole discretion to extend the contract for an additional two (2) additional one (1) year terms under the same rates/fees, terms and conditions.

Hidalgo County reserves the right to continue this RFP/pool for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and one (1) copy and three (3) USB'S/CD's.**

**DAVIS BACON ACT: (IF APPLICABLE)**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

## SECTION II

### RFP REQUIREMENTS

#### **SCOPE OF SERVICE:**

Hidalgo County ("County") invites you to submit a response to a Request for Proposals (RFP) entitled: "Online Tax Sale Auction Services on Foreclosed Properties" as permitted under Subchapter E of Chapter 34 of the Texas Tax Code. All public auctions conducted simultaneously to the existing live courthouse auction. Thus, online bidders bid alongside bidders who are present at the courthouse auction in real time.

#### **SIMULTANEOUS AUCTION PROCESS:**

County conducts Foreclosed properties auctions the first Tuesday of every month from 10:00 a.m. to 4:00 p.m. The Sheriff/Constables and County's legal representatives will be responsible for the auction processes for County Courthouse steps Bidders. Fees paid by County Courthouse Steps Bidders (not online) will still be collected as they are currently. Currently, Auctions are being held at the following location:

**Hidalgo County Administration Building-Westside**  
(Covered Patio Area outside Purchasing Department)  
**2802 South Business Highway 281**  
**Edinburg, Texas 78539**

#### **FIRM QUALIFICATIONS:**

The County of Hidalgo is seeking to contract with a qualified/competent Online Auction firm *registered to practice in the State of Texas (?)* which has had experience in, but not limited to the following areas.

- Real-Time Online Auction Experience
- Pre-Auction Services and Setup according to Hidalgo County's in relation to Hidalgo County Rules and Regulations (?) ***Can we include?***
- Implementation Phases in working together with the Sheriff/Constable of Hidalgo County responsible for running the auctions
- Implementation Phases in working together with the legal representation for Hidalgo County for all auction services
- All Reporting Requirements in relation to Online Tax Sale Foreclosures for Hidalgo County
- Auction Day Phase Services
- Close-out of Auction Day with immediate access to all auction details

Respondent's ***Online Foreclosure Auction Manager (OFAM)*** is to serve as the Auction Project Management representative for Hidalgo County and the oversight of the auction process, from pre-auction through auction close-out each month, utilizing full-time representation on site if required in accordance with the Rules and Regulations of Hidalgo County and will be responsible for the following;

- a. Input of all county auctions including pertinent data
- b. Call center support
- c. Monitoring auctions during the Auction day.
- d. Clearing of Auction Data after Auction Day
- e. Fulfilling any/all reports requests made by County Officials

Auctions commence at: 10:00 a.m. then the next property available will begin after the close of prior auction, and so on until all the auctions have closed. Each auction should last a minimum of \_\_\_\_ minutes.

Each property has a minimum bid amount that is set by the County or the legal representatives. Each auction opens at the minimum bid amount. All properties will be sold to the highest bidder if that bid is greater than the minimum bid amount. Bids should be submitted in increments of \$\_\_\_\_\_.

The successful online bidder will have \_\_\_\_\_ ( hours, days) to complete the claim process and make the final payment through the Respondents website.

The successful live bidder will have until \_\_\_\_\_ p.m. to complete the claim process and make the final payment to Sheriff/Constable before day end.

**RESPONDENT(S) REQUIREMENTS:**

Respondent(s) is to provide independent (self-sustained) website services for the County to advertise for auction of tax foreclosed properties including pictures, maps, legal descriptions, disclosures and any other due diligence information as needed for between \_\_\_\_ to\_\_\_\_ properties at one time.

- Respondent(s) are to make certain that **bidders** are registered and approved by County and have been provided a bidder ID prior to bidding on property in the County whether live or online.
- Respondents shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP. Respondents must provide proof or copies of the required documents with their response.
- Respondents shall have knowledge and experience with State of Texas Laws and Federal Laws regarding tax foreclosed properties.
- Respondent shall provide a secure website for the County. The website shall allow the County to log-in and watch the property bids live.
- Respondent shall provide at least one (1) generic log-in to use.
- Respondent shall provide a secure website for the public.
- Respondent is responsible for maintaining the websites and there shall be no down-time. If website go down, the County shall be able to have the ability to extend the property bid period at no additional cost to the County.

**PERSONNEL AND STAFFING:**

This section shall include a description of the firm’s project personnel. 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 shall be provided for all proposed personnel. There is a one (1) page limit for each biographic summary provided.

**REQUIRED EDUCATION/MINIMUM YEARS OF SERVICE:**

This section will contain the coursework, and/or degrees/diplomas earned from an accredited university/college etc. in the United States specifically pertaining to this Science. *Hidalgo County will accept Online County/State Services Management experience in lieu of education. Two years’ experience may be substituted for each year of education. A minimum of a Bachelor’s Degree plus five (5) years’ experience or equivalent is required (i.e. A Business related field plus a total of ten (10) years of varied Online State/County Management experience.*

**REFERENCES:**

Respondent(s) will provide three (3) Texas client references (preferably public entities) in the last few years for this type of process for auctions.

**FEE SCHEDULE:**

Respondent(s) must proposed a fee schedule for said service(?)

## **SECTION III**

### **SELECTION, EVALUATION AND AWARD**

The Evaluation system consists of a 100-point system. However, after the 100 point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms by requesting a presentation.

Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the Proposals received in response to this Hidalgo County request.

After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit "B") section of the RFP.

#### **NEGOTIATION PROCESS:**

The number one ranked proposal will be contacted to submit a "Best and Final Offer" (BAFO). If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked respondent to open negotiations. The County reserves the right to reject and all RFP's.

#### **TERMINATION OF SERVICES:**

Any contract awarded to a qualified respondent will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) days written notice prior to cancellation.