



REQUEST FOR QUALIFICATIONS (RFQ)

**DELINQUENT AD VALOREM TAX COLLECTION
SERVICES**

I. General Background

The City of Los Fresnos prepared this RFQ package to solicit qualification proposal packages (proposals) from law firms (contractor) with experience and a verifiable history of delinquent tax, penalties, and interest collection services in Texas.

II. Scope of Services

The specific scope of services will require the awarded proposal firm to utilize information provided by Cameron County or the City to identify and locate the owner(s) of real property located in Los Fresnos, TX on which taxes have been levied and are delinquent and then to utilize the best practices to collect payment of the delinquent taxes, penalties, and interest in compliance with all Federal, State, and local laws regulating debt collection practices and methods. In furtherance of this purpose, the following shall be included in any final negotiated agreement between the contractor and the City:

1. Contractor shall work in cooperation with all City departments that are involved with the levy and collection of real estate property taxes;
2. Contractor shall exchange information developed about property owners, the property and any other information that may assist the City in collection and foreclosure on property with delinquent taxes;
3. Contractor shall obtain or be responsible to obtain independent legal advice as to compliance with laws regulating the manner, extent, methods and practices of debt collection in Texas and in any other state where their collection activities may occur;
4. Contractor shall provide the City with a policy of insurance, bond, surety or cash escrow in an amount sufficient to indemnify and hold the City harmless from any liability whatsoever, including attorney fees, for the actions or failure to act on the part of vendor/provider, its agents, representatives, employees, subcontractors or any other person acting at their direction;
5. Contractor shall not perform any legal services or engage in the practice of law on behalf of the City but may engage in judicial foreclosure action and provide information and cooperation as may be requested;
6. Contractor shall prepare and disseminate staged dunning letters to the owners of record of the identified properties with delinquent ad valorem taxes due and outstanding to the City, ensuring that such preparation and dissemination is in full compliance with all applicable Federal, State and local laws, including, without limitation, such laws relative to debt collection activities and notice requirements for seizure and sale of property by the City in satisfaction of delinquent taxes, if necessary;
7. Contractor shall make staged follow-up calls in coordination with the dissemination of dunning letters to the owners of record of the identified properties with delinquent ad valorem taxes due and outstanding to the City, ensuring that such preparation and dissemination is in full compliance with all applicable Federal, State and local laws, including, without limitation, such laws relative to debt collection activities;
8. Contractor shall promptly and appropriately respond to written and/or oral communications received from owners of record in response to such dunning letters or follow-up calls and maintain adequate records of such responses;
9. Contractor shall maintain complete and accurate records of all correspondence, telephone calls and/or other communications relative to the services provided pursuant to this RFQ, subject to inspection by the City during normal business hours;

10. Contractor shall prepare and disseminate detailed monthly written reports to the Director of Finance, in a form acceptable to the City, setting forth a quantitative and qualitative analysis of the month's and year-to-date activity, including, without limitation, the percentage of resolved delinquencies, and comparison to the previous year's collection efforts;
11. Contractor shall meet, as requested, with City representatives in connection with the services provided pursuant to this RFQ.
12. Other delinquent ad valorem tax issues that may come up but not specifically addressed in this packet.
13. This scope of services may be changed, altered or amended based upon the specific proposals received as determined necessary by the City.

III. Requirements

The contractor will be required to provide the following deliverables:

1. Comply with the City's objective to maintain a professional and constructive environment and communication while pursuing the collection of unpaid real estate taxes.
2. Maintain good standing with all Federal, State and local regulatory agencies.
3. Maintain good standing with the ACA International (Association of Credit and Collection Professionals).
4. Follow FDCPA (Fair Debt Collection Practices Act), FCRA (Fair Credit Reporting Act) and any applicable State statutes.
5. Pursue recovery of all the City's items forwarded for collection through a series of collection letters and telephone calls.
6. Provide skip-tracing or other equally and approved methods with documentation providing number of resources and credit bureaus:
 - Address and contact information may be requested by the City when debt notices are sent and returned undeliverable for any reason.
 - Address and contact information obtained for collection purposes shall be used by the collection agency to pursue unpaid items.
 - All information obtained through skip tracing and other approved methods shall be provided to the City when requested.
7. Contractor must maintain a toll free number for customer service and include the number on all correspondence to debtors.
8. Not use any false statement during the collection process.
9. The contractor shall submit reports as requested by the City. The reports and format standards will be approved by the City and be delivered to the City's Finance Director and City Manager. Reports shall include but not be limited to the following:
 - Daily Transmittal report.
 - Summary reports.

- Account analysis reports and statements; number of accounts collected, pending accounts, returned uncollected accounts, dollar amount collected.
10. Present to the City Commission the status of their quarterly and year to date collection and litigation efforts.
 11. The City must have access to contractor's database if requested for real time viewing of collection status.
 12. Should the City decide to switch contractors for any allowable cause and with due notice, the current contractor must professionally communicate and provide information relating to their ongoing collection efforts with the new contractor, so as to not duplicate efforts and so as to maintain a professional flow of operations that the tax payer will not notice.

IV. Contract Period and Termination

The contractor will represent the City beginning March 2, 2024 and will expire March 1,2029. The City reserves the right to terminate the contract after giving 30 days' notice to the contractor at any time after the expiration of the first full year of the contract. Upon termination of the contract, the firm will have six months to conclude its pending litigation activities.

V. Response Submission Requirements

The following must be provided in all proposals:

- A. A description of firm size, history, and other pertinent information, including identification and resumes of all personnel, consultants and subcontractors who will participate if a contract is offered by the City.
- B. Name, title, address, phone and fax numbers of the firm's principal contact person and proposed engagement person.
- C. A description of how the proposer will deliver the services, including how the proposer will ensure that deadlines are met. This description must be detailed and address all aspects of the scope of services specified in the RFQ.
- D. Collection records based on verifiable data that indicate the overall work picture of the firm on behalf of at least two (and not more than three) different clients. This should include clients where collection information before and after employment of the proposer can be illustrated. At minimum, this should show collections the year prior to hiring your firm and collections the first full year of your employment.
- E. Litigation records based on verifiable statistics that indicate the overall work picture of the firm on behalf of at least two different clients for whom you are collecting or have collected past due taxes. At a minimum, this information e would include the number of lawsuits you have filed per year for the past three years, the number of such lawsuits that have gone to judgment in favor of the taxing entity, the number and amount of such judgments that have been collected without executing on the taxpayer's property and the number and amount of such judgments where execution was had on the taxpayer's property.

- F. Description of fees, penalties, and interest that the City and/or the residents of Los Fresnos, TX will incur for the collection of delinquent ad valorem taxes.
- G. A complete listing indicating all of your current municipal clients throughout the state.
- H. Commitment to Equal Employment Opportunity and Minority Participation.
- I. Any ethical issues legally brought up against your firm as a whole, and the local branch, in the last five years as well as the outcome of those issues.
- J. Any fiscal problems your firm as a whole, and the local branch, is currently experiencing.
- K. Any additional information or description of resources and experience that, in the opinion of the proposer, supports its qualifications.

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

The City reserves the right to require additional information and/or clarification of any information submitted from any of the applicants.

VI. Proposal Format, Submission Deadline, and Questions

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE AS FOLLOWS:

RFQ: DELINQUENT AD VALOREM TAX COLLECTION SERVICES

One (1) original along with six (6) copies of your proposal and supplementary material should be submitted to:

City of Los Fresnos
Attn: Mark Milum, City Manager
520 E. Ocean Blvd.
Los Fresnos, Texas 78566

All proposals must be received by the City no later than 2:00 p.m. on Friday, October 27, 2023, at the address noted above (submission deadline). The submission deadline for proposals is firm for date, hour and location. In the interest of fairness to all competing proposers, the City will treat as ineligible for consideration any application that is received after the application deadline or that is not delivered to the specified address. Information contained within the original proposal will be considered the complete offering to the City and may not be amended past the submission deadline.

Potential contractors (proposers) are responsible for making sure proposals are delivered within the submission deadline. Mailing of proposal does not ensure that the proposal will be delivered on time or delivered at all. Proposals will be accepted in person by United States Mail, by United Parcel Service, or by private courier service. Oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmissions are not be acceptable submission of proposals.

An RFP may not be withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date designated for the receipt of RFP, and Proposer so agrees upon submittal of the RFP.

All questions regarding this RFQ can be directed Pablo A. Garza, City of Los Fresnos Finance Director at (956)233-5768 or via email at pgarza@citylf.us.

VII. Evaluation Criteria and Weighting

Upon receipt by the due date of responses to this RFQ by qualified proposers, the City will evaluate same for completeness and adherence to the provisions of the RFQ.

The City Manager along with the Finance Director will evaluate all proposals submitted in response to this RFQ based on the following areas and weighting in selecting a contractor:

Qualifications and experience with collection services-**35 points**

Demonstrated ability to manage workload with results-**30 points**

Quality and Cost- **35 points**

VIII. Trade Secrets, Confidential Information and the Texas Public Information Act.

If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions, preferably in its own page.

Proposals will be opened in a manner that avoids disclosure of the contents to competing offers and to keep the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

The City will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction.

IX. Insurance and Indemnity

If selected, contractor will be required to comply with the following Insurance and Indemnification Requirements below:

Insurance: The Agreement which the successful proposer will be asked to enter into will contain a requirement that it shall provide and maintain certain insurance as required by the City, including, but not limited to general liability, automobile liability, and worker's compensation insurance. Such insurance shall be written for not less than the limits set out in the Agreement, or greater if required by law, and will comply with the requirements stated therein.

Indemnification. The successful Respondent will be required to agree to the Indemnity provision set out in the Agreement. These provisions relating to indemnification of the City constitute non-negotiable portions of the Agreement.

X. Incurred Costs

Any costs involved in the preparation of the proposals are the sole responsibility of the proposer. The City will not be responsible for any costs associated with the preparation, submission or meetings involved with the presentation of the proposal.

XI. Proposal Postponement and Amendment

The City reserves the right, upon timely notice (of not less than three (3) days from the proposal deadline) to amend the instructions, general conditions, special conditions, plans, scope of work and/or specifications of this Request for Qualifications. The proposal deadline may be extended, solely at the discretion of the City.

XII. Proposal Acceptance, Cancellation, and/or Rejection

The City reserves the right to (i) waive any irregularities in any proposal, (ii) reject any and all proposals, (iii) negotiate for the modification of any proposal with the consent of the proposer, (iv) re-advertise for proposals and (v) accept the proposal that, in the judgment of the City, is deemed to be the most advantageous for the public and the City.

Each proposal shall be submitted with the understanding that the acceptance in writing by the City of the proposer's offer to furnish required services shall constitute an agreement/contract between the City and the proposer. A formal agreement/contract between the City and the successful bidder is expected to be executed before work commences. In the event of default by the selected proposer, or the selected proposer's refusal or inability to enter into an agreement/contract with the City, the City reserves the right to accept the proposal of any other applicant without the necessity of re-advertisement of the Request for Qualifications.

XIII. Terms and Conditions

Any contract(s) or agreement awarded as a result of this RFQ will include the contents of this document and the selected proposer(s)' proposal. The provisions and requirements of the RFQ and contract shall take precedence in the event of any conflict in language between the RFQ and a proposer(s)' proposal.

The RFQ, any amendments thereto, and the response of the selected contractor(s) will become a substantive part of any contract(s) or agreement.

Any contract(s) or agreement awarded as a result of this RFQ shall be governed by and construed within the laws of the United States of America, State of Texas and the City. Proposers shall comply with Federal law, Texas State law and all applicable City ordinances.

Proposers shall not offer any gratuities, favors or anything of monetary value to any official or employee of the City or their respective advisors for the purpose of influencing the consideration or evaluation of a proposal submitted in response to this Request for Qualifications.