



Delinquent Personal Property Tax Collection Services
Request for Proposal

February 11, 2020

Harvey County
PO Box 687, 800 N. Main St.
Newton, KS 67114

Harvey County, on behalf of the County Treasurer's Office is currently soliciting written proposals for collection services related to delinquent personal property taxes. The County Treasurer is responsible for delinquent tax collections for Harvey County. The successful firm will be responsible for collecting delinquent personal property taxes once the County Treasurer has exhausted all in-house collection efforts and turned them over for collection. It is anticipated that an official contract will be issued after the Board of County Commission approval of the recommended proposal.

Carefully review this Request for Proposal as it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, three (3) copies of the entire document must be completed and returned in a sealed container/envelope to the Harvey County Administration Office on or before 4:30 p.m. CDT, Friday, February 28, 2020. Proposals will be opened by the Harvey County Commission on Monday, March 3, 2020 at or around 9:30 AM. Envelopes must be marked "**Tax Collection Services**" and include the proposing firm's name and return address. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed based pricing for services may be disclosed at a public meeting to receive and file response of this and other solicitations. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer must understand that portions (potentially all) of their proposal (including all final contracts) will become public record after its acceptance by the Board of County Commissioners.

This Request for Proposal (RFP) is an invitation by Harvey County for firms to submit an offer, which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with Harvey County. Harvey County reserves the right to reject any or all proposals and the County further declares that it will incur no financial obligations for any costs incurred by any company in preparing their proposal.

1. About this Document

This document is a Request for Proposal (RFP). Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a firm's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a preproposal conference, before proposals are accepted, or meetings with firms, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified firm submitting the best proposal. **Harvey County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.**

2. Background

The Harvey County Treasurer's Office is located at 800 N. Main Street, Newton, Kansas. The County Treasurer is interested in referring delinquent personal property accounts to an external collection firm for collection. Once the County Treasurer has exhausted all in-house collection efforts, accounts will be referred, at the County Treasurer's discretion, to the firm on a monthly basis for additional collection action.

The volume of delinquent tax accounts fluctuates largely upon our billing cycles. Delinquent personal property taxes account for a large portion of tax delinquencies. The age of accounts is tax years 2004-2018, and is a mix of personal and business accounts. For 2004-2018 the total taxes, interest, and penalties are \$203,643.79, of which \$125,345.72 are taxes. The average balance of delinquent personal property tax accounts is approximately \$529. The Harvey County Treasurer will determine the accounts to be turned over for collection.

3. Scope of Work

The purpose of this RFP is for the Harvey County Treasurer's Office to obtain proposals for delinquent personal property tax collection services. The County's objective is for this RFP to result in a contract between the successful proposer and Harvey County that will meet the following objectives:

- Upon referral to the firm, collection efforts should include written correspondence to the debtor and negotiating of payment arrangements if appropriate considering the age and amount of the debt. The firm shall comply with all State of Kansas laws and statutes. As an agent of the County Treasurer, the firm shall be bound to confidentiality restrictions set forth in State of Kansas law and statutes.
- Collection fees will be calculated only on the dollar amount collected and will be charged to the Harvey County Treasurer by the firm. Funds collected should be remitted no less than monthly to the County Treasurer. Monthly reports from the firm must, at a minimum, indicate individual account activity, including the amount referred from the County Treasurer for collection, subsequent payment activity, collection fee, remaining account balance, and remittance to the County Treasurer. Collection action taken must also be documented and reflected on the report.
- It is the expectation that the contracted firm's representative(s) conduct required services in a manner which upholds the integrity of the County Treasurer and Harvey County.
- Automated account referrals are preferred where transfer of account information from the County Treasurer to the firm are performed electronically through a secure FTP or other secured means.
- It is the duty of the firm to follow the highest standards and practices for security, privacy, and business continuity applicable to collection services provided to Harvey County.
- This request for services does not anticipate any district court filings and any subsequent collection agreement will not authorize such filings.

Although an attempt has been made to provide accurate and up-to-date information, Harvey County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

4. Bond Information

A Performance Bond equal to the proposal figure may be required. The successful proposer shall well and truly perform all the covenants, conditions, and obligations of the "contract" documents on the part of the contract to be performed.

5. Insurance Requirements

The Firm, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Kansas. Misrepresentation of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

- A. Commercial General Liability insurance, or its equivalent, with limits not less than \$1 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be endorsed to state that it is primary and shall not contribute with any insurance or self-insurance maintained by Harvey County. Such insurance shall also be endorsed to designate Harvey County, its elected and appointed officials, employees, and volunteers as additional insureds.

B. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

C. Workers' compensation insurance as required by Kansas law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against Harvey County, its elected and appointed officials, employees and volunteers.

Special Provisions Applicable to All Coverages

1. The Firm shall immediately notify Harvey County of cancellation or non-renewal.
2. Self-insured retentions must be declared and approved by Harvey County.

Evidence of Insurance

Prior to commencement of work, the Firm shall furnish Harvey County with certificates and specified endorsements evidencing compliance with these insurance requirements. The Firm agrees to provide complete, certified copies of all required insurance policies if requested by Harvey County.

Acceptability of Insurers

Any insurance placed with commercial insurers shall be placed with insurers that maintain an A.M. Best rating of A-, VII or better, or that otherwise meet the written approval of Harvey County.

Subcontractors

The Firm shall ensure that subcontractors maintain insurance that complies with the requirements stated herein. In the event that subcontractors used by the Firm do not have insurance, or do not meet the insurance limits, Firm shall indemnify and hold harmless the County for any claims in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

6. Indemnification

Firm shall, in addition to any obligation to indemnify Harvey County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Harvey County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses) and costs arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss if use resulting there from, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Firm in the performance of the work; or (c) liens, claims or actions made by the Firm or any subcontractor under workers compensation acts' disability benefit acts, other employee benefit acts or any statutory bar.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Firm or any subcontractor under worker's compensation acts' disability benefit acts, other employee benefit acts and any statutory bar. All expenses, including attorney's fees, incurred by Harvey County in enforcing this provision shall be borne by the Firm.

7. Contract Period and Payment Terms

The contract period with the successful firm will begin following Board of County Commission approval of the recommended proposal. The County anticipates a one-year contract, with up to four additional one-year renewals. The County reserves the right to cancel the contract and discontinue services with a forty-five (45) day written notices as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Payment will be made on a monthly basis following receipt of a detailed invoice provided to the Harvey County Treasurer by the Firm. Under no circumstances will payments be made in advance of work performed. Payments will be made within 30 days of receipt of invoice.

8. Selection Criteria

Firms may propose methodologies which meet the “spirit” of the listed requirements, but should note that the proposed service/product which meets all, or most closely meets, the specifications will be recommended for award within the listed selection criteria.

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability of proposer to provide services/products in response to this document, along with reference checks. The criteria upon which proposals will be evaluated include, but are not limited to, the following:

1. Meeting all Request for Proposal Conditions and miscellaneous instructions as outline herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Demonstrate ability to comprehensively perform all services detailed.
3. Overall collection philosophy, methodology, and techniques employed in the collection process, including automation capabilities.
4. Overall qualifications and capacity of the firm to perform the services required.
5. Experience and qualifications of the proposed personnel assigned to provide the services, to include experience administering similar contracts for governmental entities.
6. Ability to collect delinquencies in a timely and effective manner.
7. Price for services provided, based upon a contingent fee.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any county employee prior to the opening of response to the Request for Proposal. Harvey County reserves the right to select, and subsequently recommend for award, the proposed services/products which best meets its required needs, quality levels, and budget constraints.

Firms will NOT be compensated for any part of the proposal submittal process

9. Questions and Contact Information

Technical questions only, submitted in writing may be addressed to:

Emily Nichols, Harvey County Treasurer
PO Box 687, 800 N. Main St.
Newton, KS 67114
Phone: (316)284-6976 Email: enichols@harveycounty.com

Questions regarding the purchasing process may be addressed to:

Daniel Bronson, Assistant Administrator/Director of Finance
PO Box 687, 800 N. Main St.
Newton, KS 67114
Phone: (316)284-6806 Email: finance@harveycounty.com

10. Tentative Timeline

The following dates are provided for informational purposes and are subject to change without notice.

February 11, 2020 – Distribution of Request for Proposal

February 28, 2020 – Proposal Due Date
March 3, 2020 – Proposals Read into Record
March 3 – March 6, 2020 – Staff Review of Proposals
March 10, 2020 – Anticipated Consideration by the Board of County Commissioners

11. General Requirements

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. The successful firm will:

- Provide the most economical solution to completely satisfy the objectives in Section 3.
- Be familiar with the local conditions and requirements under which these services must be provided.
- Possess the resources and personnel necessary to provide an efficient and successful solution.
- Have a minimum of five (5) years experience in collection fees and/or taxes for governmental entities.
- Be responsible for all federal and state licensing certification requirements, and any required permits, as applicable.

12. Mandatory Requirements

The County desires the best service available. The following requirements of the proposal are provided to assist firms in understanding the objectives of the County and submitting a thorough response. Proposals received must reflect in detail their inclusion and the degree provided. Firms may propose methodologies/alternatives which meet the "spirit" of the listed requirements, but should note that the proposed methodology/alternative which meets all, or most closely meets the requirements will be recommended for award within the listed selection criteria. The successful firm will:

- Offer a response that is prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
- Expensive bindings, color displays, promotional materials, etc... are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All response should be tailored specifically for Harvey County.
- Detailed submittal format:
 - Introductory letter, signed Proposal Response Form, and addenda acknowledgement, if applicable.
 - Executive Summary – Provide a narrative, prepared in non-technical terms, summarizing the firm's proposal. The executive summary should identify the primary contact for the firm, including name, address, telephone number, and email address.
 - A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work. Response should also include information regarding the overall collection philosophy, methodologies, and techniques employed in the collection process, including automation capabilities. Clearly state your ability to meet or exceed the requested services/requirements. State your fee for services.
 - Statement of qualifications and capacity of firm to provide services required. The firm should include a description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business.
 - Key Individuals – The firm should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
 - References - All firms should include a list of a minimum of five (5) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by a firm. References may or may not be reviewed or contacted at the discretion of the County.

13. Harvey County's Responsibility

The County will designate representatives with respect to the services to be performed under the contract. Such person(s) shall have the authority to transmit instructions, receive information, interpret and define local policy and decisions pertaining to the services being provided.

14. Request for Proposal Conditions

By submitting a response to this Request for Proposal, firms hereby understand the following:

- Harvey County reserves the right to reject any and/or all proposals and responses to these and/or related documents, to accept any item(s) in the proposals, to waive any irregularity in the proposals, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Harvey County.
- All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
- Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- The Proposer agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or firm.
- Harvey County will not be responsible for any expenses incurred by any firm in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Harvey County and/or its representatives. Further, Harvey County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended firm even if the Board of County Commissioners has formally accepted a recommendation.
- Harvey County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.

PROPOSAL RESPONSE FORM
Delinquent Personal Property Tax Collection Services

The undersigned, on behalf of the submitter, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____

E-MAIL _____

In submitting a response to this document, firm acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions, and acknowledges participating in the mandatory site visit.

Signature _____ Title _____

Your response must include all pages of this document.