

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6583

COLLECTIONS

PROGRAM

FOR

WASHTENAW COUNTY

14 A DISTRICT COURT

Prepared by:

Washtenaw County 14 A District Court &
Washtenaw County Purchasing Division
Administration Building
220 N. Main B-35
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.
Purchasing Manager
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WASHTENAW COUNTY FINANCE DEPARTMENT

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6583

November 4, 2010

Washtenaw County Purchasing Division on behalf of the 14A District Court of Washtenaw County is issuing a Sealed Request for Proposal (RFP) #6583 for debt collection services of outstanding court ordered financial assessments.

Sealed Proposals: Contractor will deliver one (1) original and **six (6)** copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48107**

by 2:00 p.m. on Wednesday November 24, 2010

Pre Proposal Conference: A conference, not required, for firms interested in submitting proposals will be held at 9:00 a.m., Tuesday, November 16, 2010 at 14A-1 District Court, 4133 Washtenaw Avenue, Ann Arbor, Michigan, 48108. Both verbal and written questions will be accepted during the conference.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope should be clearly marked "**SEALED RFP # 6583**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at **734-222-6760** or devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Lisa Moutinho at **734-484-9687** or moutinhl@ewashtenaw.org

Thank you for your interest.

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I. PROPOSAL

Definitions:

- "14A Court"** is the Washtenaw County 14A District Court
- "County"** is Washtenaw County in Michigan.
- "Bidder"** an individual or business submitting a bid to Washtenaw County.
- "Contractor"** One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

The 14A District Court is seeking proposals from individuals interested in providing debt collection services as described in and required by Michigan laws for persons requiring those services for court cases in Washtenaw County.

Proposal Terms:

A. The 14A District Court reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The 14A District Court does not intend to award a contract fully on the basis of any response made to the proposal; the 14A District Court reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the 14A District Court's specifications and needs.

B. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award. See Section III "Standard Provision For Contracts" pgs. 3-7, for Washtenaw County contract requirements.

C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **original** proposal and **six (6) copies** must be at the County Purchasing Office on or before the date and time specified.

D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

E. The compensation requirements stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of contract.

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F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

II. PROPOSAL SPECIFICATIONS

The 14A District Court of Washtenaw County is requesting responses from vendors to collect outstanding court fines and costs. At present, outstanding receivables total approximately \$15,000,000.00.

The vendor would be provided limited access to our electronic case management system in order to locate debtors. In some cases, debtor information could consist only of: total amount owed, name, address and driver license number. As a rule, this court does not collect social security numbers.

After debtor information is provided to vendor, vendor will use its own labor and staff costs. Vendor will be given one point of contact at the District Court. Labor provided by the District Court (research, etc) will be deducted (average office staff labor rate of \$25 per hour) from the monthly invoiced billing. Copy costs incurred will be charged back to the vendor at a rate of .25 per copy.

Vendor is expected to operate by the highest ethical standards and act in a non-discriminatory manner. Some of the files made available to vendor may contain confidential information. Vendor is expected to maintain this information in an appropriate manner. Any allegations of improper conduct toward our debtors will be thoroughly investigated by the 14A District Court.

III. VENDOR SPECIFICATIONS

The proposal should include all of the following information:

- A. Detailed information on fee structure. Provide example of cost to debtor as well as cost to court. Attach as Attachment A.
- B. Bidder's qualifications, years of government experience. Describe experience in providing the level and type of service specified. Attach as Attachment B.
- C. Provide copy of Michigan Department of Labor and Economic Growth license to conduct business. Attach as Attachment C.

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- D. At least five (5) references covering similar services. Preferably in a government setting. Include company name, contact name, phone number, email address. Attach as Attachment D.
- E. Provide the name, title and telephone number of the manager responsible for the project. Attach as Attachment E.
- F. List the telephone number and full name of each individual who will be working on the project. The district court reserves the right to perform routine background checks on all vendor employees with access to our case management system. Attach as Attachment F.
- G. State the address and telephone number of the local company location that will be performing the work. Attach as Attachment G.
- H. Samples of communication with our customers; eg., letters, envelopes, scripts for telephone calls. Attach as Attachment H.
- I. List of progressive actions taken to collect debts, including how a debt is determined to be uncollectable. Attach as Attachment L.
- J. A copy of your proposed contract with the court. Attach as Attachment J.
- K. SUBCONTRACTORS-Subcontracting any of the services requested under this bid is prohibited, unless those services requested exceed the scope of this bid and are required to effect timely completion of the requested service and are agreed to by the court in advance of contract initiation and start of work.

IV. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is responsible to the Washtenaw County 14A District Court Chief Judge/Designee or Administrative Financial Supervisor and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Chief Judge of the 14A District Court.

Section 4 - The 14A District Court/ Chief Judge/Designee or Administrative Financial Supervisor may review and inspect the Contractor's activities during the term of this contract.

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Section 5 - When applicable, the Contractor will submit a final, written report to the Chief Judge/Designee and the Administrative Financial Supervisor of the 14A District Court.

Section 6 - After reasonable notice to the Contractor, the 14A District Court may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V- PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the 14A District Court's written approval.

Section 2 - The Contractor will not hire any 14A District Court employee for any of the required services without the 14A District Court's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the 14A District Court for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the 14A District Court and/or Washtenaw County, their officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the 14A District Court and/or Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII- INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan

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No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the 14A District Court Chief Judge. Such approval shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County or insurance companies insuring the 14A District Court and/or Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the 14A District Court Chief Judge with satisfactory certificates of insurance or a certified copy of the policy, if requested by the 14A District Court Chief Judge.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the 14A District Court Chief Judge. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the 14A District Court with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the 14A District Court Chief Judge, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONSULTANT AND 14A DISTRICT COURT

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the 14A District Court and/or County of Washtenaw, or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the 14A District Court may cancel this

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contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$12.76 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before **April 30, 2011** and annually thereafter which amount shall be automatically incorporated into this contract. 14A District Court agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the 14A District Court and the Contractor, their successors and assigns. Neither the 14A District Court nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

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ARTICLE XV - EQUAL ACCESS

The Contractor shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the 14A District Court and/or the County against such liability.

ARTICLE XVII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the 14A District Court and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XIX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XX - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

V. TERMS AND CONDITIONS

AWARD:

The 14A District Court reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which the 14A District Court may consider. The 14A District Court does not intend to award a contract fully on the basis of any response made to the proposal; the 14A District Court reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the 14A District Court's specifications and needs.

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Although it is the intention of the 14A District Court to award the entire RFP to one contractor, more than one may be awarded if one is unable to cover all of the required services.

TERM OF CONTRACT:

The contract term is for a period of two (2) years.

COST OF RFP:

The 14A District Court will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

EVALUATION CRITERIA:

Vendor provides all information as required in the bid.	5 points
Vendor experience with government entities, competence and longevity	20 points
Quality and thoroughness of written proposal	5 points
References	15 points
Proven track record with savings	20 points
Amount of percentage from savings	35 points

A committee will evaluate all proposals submitted by this criteria.

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PRICE SHEET

The total amount that was saved by contractor during a 12 month period:

_____ % Contractor receives.

_____ % Washtenaw County receives

Any other costs that Washtenaw County could incur needs to be stated below:

SIGNATURE PAGE

Signature _____	Company Name _____
Print Name _____	Company Address _____
Title _____	City _____ St. _____ Zip _____
Telephone # _____	Fax # _____
Purchase Order Email Address _____	Federal Tax ID # _____
Contact Email Address _____	

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Please ensure that updated vendor information is on file with the County's Purchasing Division

By checking this box we hereby certify that we are a Washtenaw County company as defined in Paragraph II.F. If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.