

January 26, 2016

Town of Cornersville Tennessee
Mr. Scotty Brock
Town Administrator
118 South Main Street
Cornersville, Tennessee 37047

VIA ELECTRONIC MAIL

Dear Mr. Brock:

Responsive to your request, please find enclosed the following sample RFPs for collection agency services:

- Request for Proposals for Collection Agency - Cleveland Tennessee
- Request for Proposals for Collection Agency Services for Past Due Parking Ticket Fines and Miscellaneous Invoices – Birmingham Michigan
- RFP for Collection Agency Services (Shelby County Court Clerk's Offices) – Shelby County Tennessee
- Request for Sealed Proposals to Provide Collection Services – MTAS

Please be advised that T.C.A. § 40-24-105(e)(1) authorizes the use of a collection agency for the collection of municipal court debt. The statutory maximum that may be paid to the agency is 40% of the sum collected (e)(2).

Please also be aware that the collection of unpaid parking tickets is governed separately by T.C.A. § 6-54-513. A city has no authority to forward to a collection agency unpaid parking tickets for collection without notifying the owner of record of the motor vehicle for which the parking ticket was issued. The notification must be sent by mail to the owner of record that such action will occur unless the owner pays the unpaid ticket within 30 days from the date the letter is mailed. The city must also include in the notification a statement that, if the ticket is forwarded to a collection agency for collection, the agency may notify the credit bureau or credit agency of such fact, which could affect the owner's credit rating.

A full copy of T.C.A. § 40-24-105 and T.C.A. § 6-54-513 are enclosed for ease of reference.

Please let me know if you have further questions regarding this matter.

Very truly yours,



Jeffrey J. Broughton
Municipal Management Consultant

CITY OF CLEVELAND

TENNESSEE

REQUEST FOR PROPOSALS



FOR COLLECTION AGENCY

FOR THE CITY OF CLEVELAND

**Bids to be submitted at 2:00 P.M.
local time, Tuesday, May 15, 2007,
in the City Council Room,
190 Church Street, N.E., Cleveland,
TN 37311**

**Melinda B. Carroll
Purchasing Director**

Request for Proposal

The City of Cleveland will be accepting Request for Proposals for a collection agency for delinquent City business taxes, City citations and any other miscellaneous assessments made by the City of Cleveland. The use of Collection Agency, Vendor, and/or Proposer is considered the same in this document. Information contained in this Request for Proposal (RFP) shall become part of the contract with the collection agency.

The Proposer shall:

1. Provide an original and three copies of their proposal.
2. Provide and further authorize the below **Proposal Packet** items 1-9 on this form.
3. Proposers should note any deviation from items requested by this request for proposal.
4. Your firm's proposal must be signed and dated by a principal of the business.
5. Your proposal must be received by the established **Opening Time and Date**.
6. Return all pages signed and dated.

Proposal Packet (original and three copies) shall include the following information:

1. Statement summarizing your proposal and fee structure (any changes in fee structure on extension of the contract for three years, if applicable).
2. Copy of current license issued by the Tennessee Collection Service Board.
3. Copy of the collection agency's bond.
4. Copy of business tax license.
5. Tape release agreements with at least two national credit-reporting services.
6. Sample collection service contract including fee schedule.
7. Sample of remittance reports.
8. Sample of correspondence to debtors.
9. Firm information including:
 - a. List of references
 - b. Years your firm has been in business
 - c. Experience in court related collections
 - d. Agency's staffing and experience
 - e. List the five (5) most recent projects that the company has provided collection agency services. List company name, contact person, phone numbers, and address.

Signature

Date

Scope of the Contract

The contracts shall:

1. Be executed within 30 days after the City of Cleveland has notified the vendor and shall not extend past June 30, 2008.
2. Provided a notice of written cancellation of not more than 30 days in the event that either party wishes to exit the contract. No cause or justification shall be needed for the cancellation of the contract.
3. Provide for a renewal on a yearly basis up to three (3) additional years if agreed upon by both parties.
4. Insure that funds collected on the city's behalf shall be placed in a secured account to prevent loss of funds. Payments remitted to the City by the 10th of each month's collections with a detailed report
5. Stipulate that the Collection Agency is an independent contractor and not that of an agent, servant, or employee. The Collection Agency shall have no power or authorization to bind or otherwise obligate any city.
6. State the amount of the commission charge of the Collection Agency and that this charge shall be the total cost to the city.
7. Outline and stipulate the receiving and payment cycles on individual accounts and payment account to the city. This reporting shall be done on a monthly basis.
8. Shall state that the city shall have access and can audit the Collection Agency's books at anytime.
9. Shall state and insure that the city shall be protected and held harmless against any claims related to delinquent accounts.
10. Must provide electronic media access to the unpaid accounts, if requested.
11. Be able to report unpaid accounts to at least two of the national credit reporting repositories.
12. Shall insure that no compromise settlement shall be accepted by the Collection Agency without a written consent by the city.
13. Shall stipulate when accounts are no longer being sought for collection by the Collection Agency.
14. Shall provide proof of General Comprehensive Liability insurance with the city as named insurer.

Signature

Date

Questionnaire:

List the type of collections, which your agency handles:

List any association, which your agency is a member:

Provide the names, title, mailing address and telephone numbers of the persons who will function as the city's primary contact person and back-up contact person.

List names of government clients and number of years your agency has been collecting for them. Indicate whether past or current clients.

What kind of computerized collection system do you have?

Please provide a description of your file transfer capabilities:

Signature

Date

City's Scope of Work:

1. It would be anticipated that accounts, which have no active payment for three (3) months should be turned over to the Collection Agency.
2. The city will have the option to turn over accounts at an earlier or later timeframe at their discretion.

The above information is provided as a baseline of services needed and expected by the Proposers. The Proposers are encouraged to submit additional information and outline of services and contract criteria. Proposers should note any deviation from items requested by this request for proposal.

Proposals must be submitted:

To: City of Cleveland Purchasing Department
190 Church Street, N.E.
Cleveland, Tennessee 37311

or Mailed To: City of Cleveland
Attention: Melinda Carroll
P.O. Box 1519
Cleveland, Tennessee 37364-1519

Opening Time and Date: Tuesday, May 15, 2007 at 2:00 p.m.

In: Sealed Envelope noting on the outside of the envelope:

“Request for Proposal - Collection Services for the City of Cleveland, Tennessee”

Signature

Date



**REQUEST FOR PROPOSALS
FOR COLLECTION AGENCY SERVICES FOR PAST DUE PARKING TICKET FINES,
MISCELLANEOUS INVOICES DUE THE CITY**

Sealed proposals endorsed "**COLLECTION AGENCY SERVICES**", will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until April 11, 2013 at 3:00 p.m. after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms FOR COLLECTION AGENCY SERVICES FOR PAST DUE PARKING TICKET FINES AND MISCELLANEOUS INVOICES DUE THE CITY. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN: March 27, 2013

Deadline for Submissions: April 11, 2013 3:00 PM

Contact Person: TERESA KLOBUCAR, DEPUTY TREASURER
P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012-3001
Phone: 248-530-1825
Email: TKLOBUCAR@BHAMGOV.ORG



**REQUEST FOR PROPOSALS
FOR COLLECTION AGENCY SERVICES**

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to perform COLLECTION AGENCY SERVICES TO COLLECT PAST DUE PARKING TICKETS AND OTHER MISCELLANEOUS BALANCES DUE THE CITY. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

This RFP does not commit the City to enter into an Agreement, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of an Agreement.

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by April 11, 2013. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide COLLECTION AGENCY SERVICES FOR PAST DUE PARKING TICKET FINES AND OTHER MISCELLANEOUS BALANCES DUE THE CITY.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than April 11, 2013 at 3:00 PM to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**COLLECTION AGENCY SERVICES**". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer.

Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Proposals shall be typed and be as brief as possible and not include any unnecessary promotional material. **Two (2) copies of the proposal are required.**
3. Any request for clarification of this RFP shall be made by email to TERESA KLOBUCAR, DEPUTY TREASURER at tklobucar@bhamgov.org. Such request for clarification shall be submitted no later than 5 days prior to the deadline for the RFP.
4. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
5. The Agreement will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the performance of the collection services pursuant to these documents.
6. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
7. Each respondent shall complete the Business Information Questionnaire (Attachment B).
8. The Contractor shall list any exceptions with provisions in Agreement for Services (Attachment E).

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar services, Contractor background, and personnel qualifications.
3. Overall Costs.
4. References.

The respondents will be ranked according to evaluation criteria that will consider various factors with more consideration given to collection experience, specific collection experience with fines for parking violations, and a local presence. The successful contractor must have the demonstrated capacity to, on an ongoing basis, report unpaid balances to one or more nationally recognized credit bureaus. In addition, successful contractor must have the ability to accept electronic payments (on-line services, credit cards, faxes). Prices quoted need to encompass all fee and charges for processing payments, reporting services, mailings, and other expenses associated with collecting the amounts due. The results from collection efforts and the responses to the questionnaire from the final candidates will be ranked and a recommendation will be made to the City Commission.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute an Agreement within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the Agreement at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

6. The Contractor shall remit to the City, within 15 calendar days after month end, the payments from the previous month, less the applicable fees, and accompanying payment detail, in a file format defined by the City staff.
7. The term of the agreement shall be for three consecutive years.
8. The successful bidder shall enter into and will execute the Agreement (Attachment E).

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. The Contractor shall complete and sign all forms requested for completion within this RFP.
 - a. Business Information Questionnaire (Attachment B)
 - b. Verification of References (Attachment C)
 - c. Cost Proposal (Attachment D)
 - d. Agreement (Attachment E) **Only if selected by the City.**
 - e. Bidder's Agreement (Attachment F)
2. The Contractor shall provide the firm's experiences in the past two (2) years specifically related to the scope of work described in this RFP.
3. The Contractor shall provide a list of any and all options party has to pay the amount billed. This will include cash, credit cards provided over the phone, via faxes, internet payment options, etc. All expenses incurred by the Contractor, including NSF fees, deposit fees, credit card fees, etc... will be the responsibility of the Contractor
4. The Contractor shall provide at least three (3) municipal/business references who have received services from your business similar to those as specified in this RFP. (Attachment C).

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 18 of the Agreement (Attachment E) for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 13 of the Agreement (Attachment E) for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverage as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage at the contractor's expense. In obtaining such coverage, the City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF AGREEMENT

The bidder whose proposal is accepted shall be required to execute the Agreement (Attachment E) and to furnish all insurance coverage as specified within ten (10) days after receiving notice of such acceptance. Any agreement awarded pursuant to any bid shall not be binding upon the City until a written agreement has been executed by both parties. Failure or refusal to execute the agreement shall be considered an abandonment of all rights and interest in the award and the agreement may be awarded to another.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 14 of the Agreement (Attachment E) for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 15 of the Agreement (Attachment E) for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

SCOPE OF WORK

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

Parking Ticket Fines

The City is seeking to collect unpaid parking fine amounts. The initial fine is payable within ten calendar days. After ten days, the fine increases if not paid in full. For more information about the City of Birmingham parking violation ordinance and fine structure, go to bhamgov.org.

The City's parking enforcement officers annually issue approximately 32,000 parking violations. We estimate that approximately 10% of these parking violations will be turned over to collections annually. The average amount of each past due parking violation is \$20.00.

The City has attempted to obtain the most recent name and mailing address information from the Michigan Department of State and has issued late and final notices on tickets that remain unpaid. Uncollected parking violations from prior years will be transferred to the collection agency.

DESCRIPTION OF WORK - The minimum scope of the work to be performed by the collection agency is as follows:

- Accept transfer of outstanding parking ticket data (i.e. name; address; ticket # (invoice #); vehicle make, if available; date issued; amount due: etc...) via an electronic file. See attached file format (Attachment A).
- Mail at least two notices demanding payment. The text used in the notices is subject to approval by the City Treasurer's Office prior to the mailings.
- Respond to incoming phone calls, on a local Birmingham area phone number or a toll free number, from individuals and businesses receiving notices. As required, the City will provide the Collection Agency information regarding ordinance enforcement procedures, the notes on previous conversations, and, if requested, a copy of the original parking violation or the electronic equivalent, with any accompanying related report or diagram that is available. Respond to incoming correspondence that results from phone calls and letters. Collection Agency will monitor their employees to ensure all collection related contacts comply with the Federal Debt Collection Act and other federal and state laws.
- Upon the City's request, report the outstanding fine with one or more major credit reporting agencies. The agency will also be responsible for removing the fine from the agency(s) upon receipt of payment or as requested by the City.

- Remit to the City, within 15 calendar days after month end, the payments from the previous month, less the applicable fees, and accompanying payment detail, in a file format defined by the City. At a minimum, the City will be provided the amounts paid, including the individual ticket numbers, the amount still due, if any, and the name of the violator. If applicable, an itemization of the fees netted from the total will be included. Ideally, this will be an electronic file transmitted in a secure manner to the City.
- Provide the City a listing of disputed parking violations and the reason for the dispute in writing to the designated representative at the City. If this service will require an extra charge, specify the cost or a service fee that the City will pay.
- Upon request, return to the City the parking violation record for use when the City has a need to reclaim the parking violation data. If this service will require an extra charge, specify the cost or a service fee that the City will pay.
- Provide details on the security system and privacy program used to operate the collection and payment system so that it meets all applicable federal and state regulations and protects the customer's financial information and the City. If this service will require an extra charge, specify the cost or a service fee that the City will pay. Describe all measures used to restrict unauthorized access to accounts and insure the safety and integrity of the party's information.

Miscellaneous Invoices –

The City issues miscellaneous receivable invoices for a variety of services performed by City departments. Billing information is received regularly from the City departments that provide the services and Treasury issues invoices and provides first-level collection services. Any invoice amounts that remain unpaid and cannot be linked to a parcel will be transferred to a collection agency. Types of miscellaneous receivables include inspections, returned checks, damage to City property, etc.

Similar requirements for transferring amounts collected, transferring records, reporting the unpaid balances to one or more major credit reporting agencies, providing security and privacy protection, etc... will exist for the amounts for which collection services are provided as for those previously described for parking ticket fines. This information will be provided to the collection agency in an excel file.

- Remit to the City, within 15 calendar days after month end, the payments from the previous month, less the applicable fees, and accompanying payment detail, in a file format defined by the City. At a minimum, the City will be provided the amounts paid, including the individual case numbers, the amount still due, if any, and the name of the party owing the miscellaneous amount due. An itemization of the fees netted from the total will be included. These remittances will be reported separately and provided via a separate check from other remittances for parking tickets for which collections have occurred.

ATTACHMENT A - BS&A MR EXPORT FOR COLLECTION COMPANY

Fixed Length File Layout
Created October 2012

Field	Position	Length	Character
Type			
Invoice Number	1	10	A/N
Owner Name	11	40	A/N
Owner Address	51	41	A/N
City	92	25	A/N
State	137	2	A
Zip	147	10	N no dash
Service Date dash or slash	155	8	Numeric no
Due Date dash or slash	163	8	Numeric no
Invoice User 1 field	175	20	A/N
Invoice User 2 field	195	20	A/N
Invoice User 3 field	205	20	A/N
Invoice User 4 field	225	20	A/N
Billing Item Code	245	6	A/N
Billing Item Description	251	25	A/N
Service Code	276	6	A/N
Amount include decimal	282	10	N No comma
Invoice Notes	292	255	A/N

ATTACHMENT B - BUSINESS INFORMATION QUESTIONNAIRE

Please provide the following data in the same sequence asked. You do not need to use this form, but the questions must be restated in this order if you do not use this form.

1. Name of Company _____
Principal Office Address _____

Contact person: _____
Telephone number: _____
E-mail address: _____

2. Form of Ownership (Check One)
- Corporation () LLC () Joint Venture ()
State of Incorporation/Registration _____
Date of Incorporation/Registration _____
Partnership ()
 If Partnership, select one of the following: Limited () or General ()
 Individual ()

3. List of partners, principals, corporate officers or owners

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. Please provide a brief description of the firm's size as well as organizational structure. Include a discussion of the firm's financial stability, capacity and resources.

5. Has your company operated under any different names in the past five (5) years? **yes / no**. If yes, please identify the name(s) under which your company has operated: _____

6. Key Personnel to be Assigned to Project

Name, Title	Specialty-Years Experience
_____	_____
_____	_____
_____	_____

7. Total Personnel anticipated to be available for the City of Birmingham accounts:

Professional, Managerial, Supervisory _____

Other persons involved in collections _____

8. Location of office that will handle City parking violation inquiries:

Address _____

City _____ State _____ Zip Code _____

Local Contact Person _____

E-mail Address of contact person _____

Telephone Number for local Contact person _____

9. List the projects or clientele in which your agency has been involved for parking violation collections. Attach a list of references for clientele relevant to parking violation collections (Attachment C).

10. Description of Collection Procedure:

Describe your normal collection procedure (and fees for each service) as a sequence of events starting with your receipt of the information on the debtor (i.e. name and address, amount owed, etc...) information from the City. A series of responses detailing conditions where "if successful..." and "if not successful..." is satisfactory. Please also provide detail as to the various ways by which payments can be made by the debtors to your company. Please provide a sample report that shows how the payment activity will be reported back to the City.

11. Attach a sample of proposed collection letters.

The City will approve the text and make any revisions to the letters to meet our needs/legal requirements. Please also describe the fees (if any) associated with revision of your form letters.

12. Provide a list of the credit reporting agencies you will use to report unpaid balances as requested by the City.

13. Financial disclosure/conflicts of interest:

Identify any contract(s), including any contract involving a personal, familial, employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Birmingham, or with any of its commission members or officers.

14. List any lawsuit or litigation and the result of that action resulting from any collection agency service by the Contractor where litigation is still pending or has occurred within the last five years or any type of project where claims or settlements were paid by Contractor or its' insurers within the last five years.

15. I hereby certify that the foregoing information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Company)

By _____
(Signature)

(Title)

(Date)

ATTACHMENT C - VERIFICATION OF REFERENCES FORM

Failure to complete this form may result in your proposal being deemed non-responsive and rejected without further evaluation. Attach additional pages if necessary.

Your company must be able to provide the City of Birmingham at least three (3) municipal/business references who have received services from your business similar to those as specified in this RFP.

Provide references below. The City of Birmingham may contact the listed agencies.

1. Client Name: _____
Title: _____
Client Contact _____ E-mail _____
Phone Number: _____
Contract Start/Expiration Dates: _____

Type of Work Performed:

2. Client Name: _____
Title: _____
Client Contact _____ E-mail _____
Phone Number: _____
Contract Start/Expiration Dates: _____

Type of Work Performed:

3. Client Name: _____
Title: _____
Client Contact _____ E-mail _____
Phone Number: _____
Contract Start/Expiration Dates: _____

Type of Work Performed:

ATTACHMENT D - COST PROPOSAL FORM FOR COLLECTION SERVICES

Failure to complete this form shall result in your proposal being deemed nonresponsive and rejected without any further evaluation.

List the fees that will be charged for collection agency services.

Provide sufficient explanation needed for the schedule of fees you charge.

Be specific as to any mailing expenses and other out of pocket costs you would expect to be reimbursed.

If your commission rates vary (for example % based on age of receivables) attach a copy of the rate schedule.

Provide the specified cost or a service fee that the City will pay in the event a debtor's account is required to be returned to the city (i.e. a parking violation is requested to be scheduled for a Court hearing)

Primary Collection Services: _____%

(Name of Company)

By: _____
(Signature)

(Title)

(Date)

ATTACHMENT E - AGREEMENT
FOR COLLECTION AGENCY SERVICES FOR PAST DUE PARKING TICKET FINES,
AND OTHER MISCELLANEOUS BALANCES DUE THE CITY

(This is a sample contract. The actual contract that will be entered into will be subject to review and approval by the City attorney)

This AGREEMENT for Collection Agency Services ("Agreement"), made this _____ day of _____, 2013, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Treasurer's Office, is desirous of contracting for collection agency services for past due parking ticket and other miscellaneous balances of the City.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform Collection Agency Services, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform Collection Agency Services

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform Collection Agency Services and the Contractor's cost proposal dated _____, 2013 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor compensation, for collection agency services, as set forth in the attached Request for Proposals.
3. This Agreement shall commence upon execution by both parties, for a period of three (3) years, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement with that degree of skill and judgment normally exercised by firms performing services of a similar nature.

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. Contractors are prohibited from using the official Seal of the City of Birmingham in any manner.

8. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

9. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

10. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior

written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

11. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

12. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Birmingham.

13. The Contractor shall maintain during the life of this Agreement the types of insurance coverages and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverages shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that

may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

14. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected

and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

15. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

16. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

17. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham	CONTRACTOR
Attn: Teresa Klobucar,	
Deputy Treasurer	
P.O. Box 3001	
151 Martin Street	
Birmingham, MI 48012	
tklobucar@bhamgov.org	
248-530-1825	

18. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

19. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

CONTRACTOR

By: _____

Its:

CITY OF BIRMINGHAM

By: _____

George Dilgard

Its: Mayor

By: _____

Laura Broski

Its: City Clerk

Approved:

B. Sharon Ostin, Department Head
(Approved as to substance)

B. Sharon Ostin, Director of Finance
(Approved as to financial obligation)

Timothy J. Currier, City Attorney
(Approved as to form)

Robert J. Bruner, Jr., City Manager
(Approved as to substance)

**ATTACHMENT F - BIDDER'S AGREEMENT
FOR COLLECTION AGENCY SERVICES**

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

BID PREPARED BY (Print Name)	DATE
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TITLE	DATE
--------------	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
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COMPANY

ADDRESS	PHONE
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NAME OF PARENT COMPANY	PHONE
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ADDRESS



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal **Shelby County Government** **Purchasing Department**

160 N. Main, Suite 550
Memphis, TN 38103

Issued: May 10, 2012

Due: June 1, 2012 no later than 4:00 P.M. (Central Standard Time)

RFP #12-003-42 **Collection Agency Services** **(Shelby County Court Clerk's Offices)**

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide Collection Agency Services for five Shelby County Court Clerk's Offices, including Chancery Court, Circuit Court, Criminal Court, General Sessions - Criminal Division, and Juvenile Court Clerk's offices. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby

County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Friday, June 1, 2012.** Proposals should be addressed to:

Debbie Cairncross, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 550
Memphis, TN 38103

The package containing an original proposal (clearly identified as original) and twelve (12) copies of your proposal must be sealed and marked with the proposer's name and "CONFIDENTIAL, COLLECTION AGENCY SERVICES , RFP #12-003-42" noted on the outside.

Sincerely,

Debbie Cairncross, Buyer
Shelby County Government
Purchasing Department

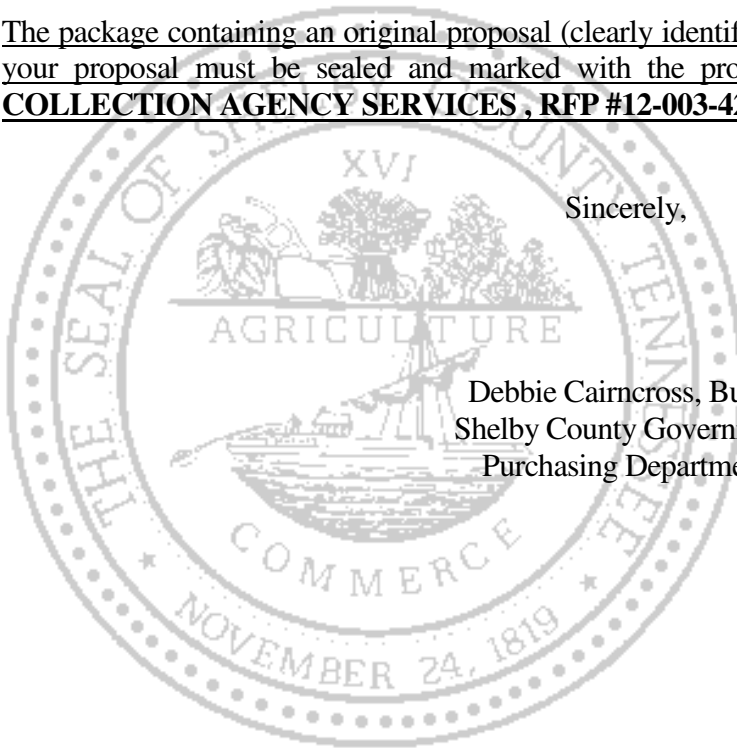


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Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified companies or professionals to conduct Collection Agency Services in Shelby County, Tennessee (the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where one successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have a minimum of (5) five years experience performing the work described in the RFP.
2. Have sufficient, competent and skilled staff, with experience in performing the Services.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. Have the ability to receive and send information electronically.
5. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). Proof and documentation of employment eligibility must be included with the proposal.
6. **Apply** and **qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*) **prior to submitting your response.**
7. Attest that you adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item i. (*A written statement of compliance must be provided with your response.*)
8. Attest that you adhere to all Title VI requirements and provide proof/documentation if necessary.
9. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number.

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov. At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Debbie Cairncross, Buyer
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Debbie Cairncross in writing at deborah.cairncross@shelbycountyttn.gov or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be May 30, 2012 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **June 1, 2012 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	Thursday, May 10, 2012
Proposal Due Date	Friday, June 1, 2012 by 4:00 pm (CST)
Notification of Award	June 2012
Services to Commence	Immediately upon execution of the contract

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for at least **one year (360) calendar days** from the due date unless otherwise qualified. Equipment may be purchased in several stages due to the availability of funds.

G. Disclosure of Proposal Contents

The proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

H. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general Providers bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general Providers.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business sub-Providers and/or suppliers in the contract award.
- (vi) Failure by a supplier or Provider to include locally owned small business sub-Providers or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or Provider can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
- (viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the

Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general Providers meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

I. Living Wage

Shelby County Government Ordinance #328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

Shelby County Government has five (5) Court Clerk’s offices that collect various fees, court costs, and fines that have been assessed by court judges. The Court Clerk’s office has an established in-house billing and collections system and the staff is responsible for maintaining the files.

Each Court Clerk’s office is desirous of obtaining professional Collection Agency Services on the accounts that are greater than 180 days old in a manner that is cost effective and practical. This is done in accordance with the Tennessee Code Annotated 20-12-144 (Civil) and 40-24-105 (Criminal) which authorizes the use of an outside collection agency.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County’s personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Project Time Frame

The initial contract term will begin immediately upon execution of the contract through June 30, 2013 with the option to renew for four (4) additional one (1) year periods beginning July through June with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The successful Proposer must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the proposer's books relative to the Accounts.

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

F. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE/SCOPE OF WORK

To select the best-qualified proposer (hereinafter referred to as "Provider") and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

A. Court Clerk's Responsibilities

The appropriate Court Clerk's office will provide the following:

1. Furnish the Provider with a copy of the original cost bill on delinquent accounts in excess of 180 days. These copies will be scanned and emailed to the Service Provider.
2. The Court Clerk's office does not make any guarantees as to the quantity or dollar amount of delinquent accounts.
3. Documentation will be provided to the Provider for each account, including the name of the party responsible for payment, last known address, account number, balance due, the type of account, and any related information that may have been gathered.
4. Case files may be researched according to the appropriate Court Clerk's office file rooms and may offer assistance. Case files and original file material may not be removed from the file room area. A desk, chair and copy machine may be available to the representative from the Provider.

Please note the following exceptions:

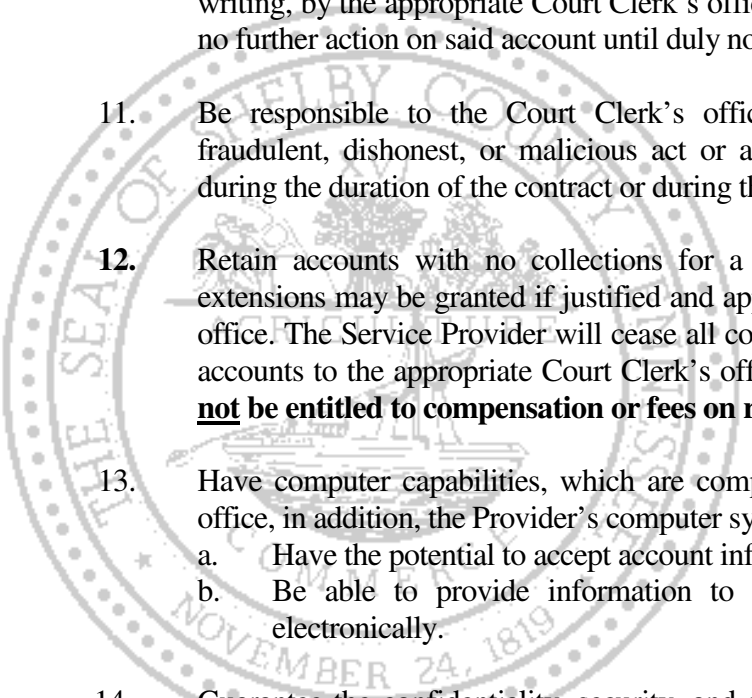
- a. Case files in the Juvenile Court Clerk's Office are closed files and are not accessible.*
 - b. Case files for adoptions, terminations, and surrenders in the Chancery Court Clerk's Office are closed files and are not accessible.*
5. The Court Clerk's offices may, orally or in writing, at any time recall or withdraw any account which has been assigned by the Court Clerk's office to the Provider for collection. This cancellation of assigned accounts shall be without penalty or fee, at any stage of the Provider's collection process when, in the Court Clerk's judgment, this action will serve the best interests of the County. In such event, the Provider shall return all accounts to the individual Court Clerk's office making the request, regardless of payments made or arrangements made on the accounts.
 6. The Court Clerk's office will accept and relieve the Provider of responsibility for all accounts reported as having been determined to be uncollectible when the Service Provider properly identifies the account, the amount uncollectible, and the reason for such determination in a written report.

B. Service Requirements

Specifically, the Provider shall be required to perform the following Services:

1. Meet periodically with the appropriate Court Clerk's office staff to discuss the following:

- a. Recommendations on how the Court Clerk's office can reduce future bad debt.
 - b. The Court Clerk's office may provide overall guidance on the conduct of the collection Services, as it will reflect on the County's policies and reputation.
2. Provide acknowledgement to the appropriate Court Clerk's office of all accounts submitted for collection, placed in docket number order. The Service Provider shall also provide, upon request, an alphabetical listing of accounts referred for collection.
Note: The Provider shall have no right to refuse any account referred by the Court Clerk's office for collection.
 3. Make contacts with delinquent accounts under the name of the Service Provider and employ courteous business procedures to the end of maintaining the Court Clerk's goodwill.
 4. Implement collection procedures to achieve maximum recovery of debts, as follows:
 - a. Reasonable number of telephone calls.
 - b. No fewer than five (5) mail efforts.
 - c. Skip-tracing procedures, as required
 - d. Attempt asset locations in order to satisfy judgments.
 5. Establish monthly payment plans, when necessary. Approval must be obtained from the appropriate Court Clerk's office for any payment plan extending beyond one year from the date of initiation of the payment plan.
 6. Obtain prior approval of the appropriate Court Clerk's office of any agreement, compromise, or settlement of principal or charges of an account offered by a debtor. **Note: The Provider would be entitled to a fee based on the amount of the compromise rather than the amount originally referred.**
 7. Obtain prior approval of the wording on any bill, statement, or written communication utilized in the collection process from the appropriate Court Clerk's office.
 8. Issue garnishment and/or levy through the appropriate Court Clerk's office in the event the Provider is unable to obtain payment of an account by persuasive methods and deems sufficient data is available on the account to indicate that collection is possible, by the issuance of a garnishment and/or levy.
 9. Make every effort to collect an account prior to returning a file for consideration of legal action. All files will be returned, with all address or locator information developed by the Provider, for consideration of legal action when the following occurs:

- 
- a. Debtor is known to have assets and refuses to pay.
 - b. Debtor has legal counsel or files for bankruptcy.
 - c. Statute of limitations is about to expire.
 - d. The Provider has actual knowledge that collectability will be rendered ineffectual by failure to take legal action.
 - e. Debtor refuses to pay because the underlying debt is in dispute.
 - f. The Provider will not be entitled to compensation on files returned for legal action.
10. Agrees to suspend collection efforts upon any account when requested, orally or in writing, by the appropriate Court Clerk's office, in which event the Provider will take no further action on said account until duly notified by the Clerk.
 11. Be responsible to the Court Clerk's office for any embezzlement, vandalism, fraudulent, dishonest, or malicious act or acts by the Provider and its employees during the duration of the contract or during the performance of the contract.
 12. Retain accounts with no collections for a period not to exceed six (6) months, extensions may be granted if justified and approved by the appropriate Court Clerk's office. The Service Provider will cease all collection activities and return uncollected accounts to the appropriate Court Clerk's office. **Note: The Service Provider will not be entitled to compensation or fees on returned files.**
 13. Have computer capabilities, which are compatible with those of the Court Clerk's office, in addition, the Provider's computer system must have the following:
 - a. Have the potential to accept account information from the Clerk electronically.
 - b. Be able to provide information to the Clerk in an understandable form electronically.
 14. Guarantee the confidentiality, security, and safety of all files, documents, computer files and other records pertaining to the Services.

C. Reporting and other Requirements

1. Remit monthly to the appropriate Court Clerk's office all collections received on accounts.
 - a. The remittance shall be no later than the tenth (10th) working day of the following month.
 - b. Remittance shall be net of Collection Agency fees and include a listing, by docket number, identifying the accounts and amounts paid on each.
 - c. If necessary, any Court Clerk's office reserves the right to request remittance on a bi-weekly basis with remittance no later than the next Wednesday following the end of the bi-weekly period.

2. Maintain, at the Provider's expense, a billing, collection, and bookkeeping office in Memphis, Shelby County, Tennessee for the purpose of collecting these accounts.
3. Maintain a record of all payments received from or on behalf of, each account to the Court Clerk's office. In the event the contract is terminated, the Provider shall immediately surrender to the Clerk all such records, payments and files.
4. Maintain accurate records of all correspondence, documents, accounting records, transactions and other relative evidence for a period of at least seven (7) years.
5. Submit a minimum of two types of status reports on a monthly basis, which must be received on or before the fifteenth of the month following each month end, reflecting any inventory of "open accounts" and "close outs." These reports are as follows:
 - a. Debtor Status Report—to include turnover date, account name (in alphabetical order) and number, type of account, beginning balance, collections, current balance, and collection status.
 - b. Collection Analysis Report—to include placements in number and dollar volumes, gross collections in dollars and percentages matched against the month the account was placed, and collection fees in dollars and percentages.

Note: These reports are not required for the Criminal Court Clerk's office.
6. Provide to the appropriate Court Clerk's office, on or before the 15th of each month, a report indicating the collection status of each account, listed by docket number, as of the end of the last month.
7. Report a debtor's account to a national credit bureau affecting the debtor's credit rating, if requested to do so by the appropriate Court Clerk's office.
 - a. The account will be placed with a credit bureau within ten (10) days of the Court Clerk's office request.
 - b. The Court Clerk's office will make the necessary corrections when an account is reported in error.
 - c. The Court Clerk will be responsible to notify the credit bureau of payment on an account closed by the Provider.

Note: This reporting is not required for the Criminal Court Clerk's office.
8. Provide updates to the appropriate Court Clerk's office on changes in state and federal laws related to credit and collections.

D. Electronic Data

1. Data Import/Export (if available):
 - a. Importing data from the collection agency would replace manual account records received from them.
 - b. Importing data would automate reconciliation of data (funds received against outstanding accounts)

- c. Reduce time associated with payments which cannot be matched to debt account.
2. **Payment Card Industry Compliance** - Requires the following for merchants handling credit card transactions, including third parties, such as/to name a few:
- a. A firewall configuration to protect data.
 - b. Protection of stored cardholder data - card verification codes is not stored/PAN masked when displayed.
 - c. Encrypt transmission of cardholder data across open/public networks.
 - d. Restricted access to cardholder data by business
 - e. Restriction of physical access to cardholder data

Note: If applicable, an Attestation of Compliance, Exhibit 1, must be completed as a declaration of the merchant's compliance status and provided for Court Clerk's office records. See Exhibit 2 PCI Self-Assessment Compliance Information for instructions.

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status.
 - a. Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to

direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.

- b. It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination Or Abandonment.

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- i. The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

- ii. The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

- iii. The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

- b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.

- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

- d. All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and

become the sole property of the County prior to payment for services rendered.

- e. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-Providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers.

- a. The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

- b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance With Laws.
- a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- b. The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance

written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation Of Other Documents.

a. The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority.

a. The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's

respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities.

- a. The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.

- d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
- e. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.
- f. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

- 2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/PROVIDER PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Provider shall maintain coverage with limits of no less than:

- 1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a. Premises/Operations
 - b. Explosion, Collapse, & Underground property coverage, if applicable
 - c. Products/Completed Operations
 - d. Contractual
 - e. Independent Contractors
 - f. Broad Form Property Damage
 - g. Personal Injury and Advertising Liability
- 2. *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
 - a. Owned/Leased Autos
 - b. Non-owned Autos
 - c. Hired Autos

3. *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
4. *Collection Agents Errors and Omissions* – minimum limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made. Any deductible applicable cannot be in excess of \$10,000 per loss or claim.
5. *Cyber Liability* – minimum limit of \$500,000 per loss
6. *Employee Dishonesty Coverage* – minimum limit of \$100,000 per loss.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will send immediate notice to Shelby County. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Provider shall purchase an extended reporting endorsement and furnish evidence of same to the County.

All insurance policies maintained by the Provider shall be primary and non-contributing as applying to Shelby County, irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on June 1, 2012, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original proposal (clearly identified as original) and twelve (12) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the proposer's name and **"CONFIDENTIAL, COLLECTION AGENCY SERVICES, RFP #12-003-42"** with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.

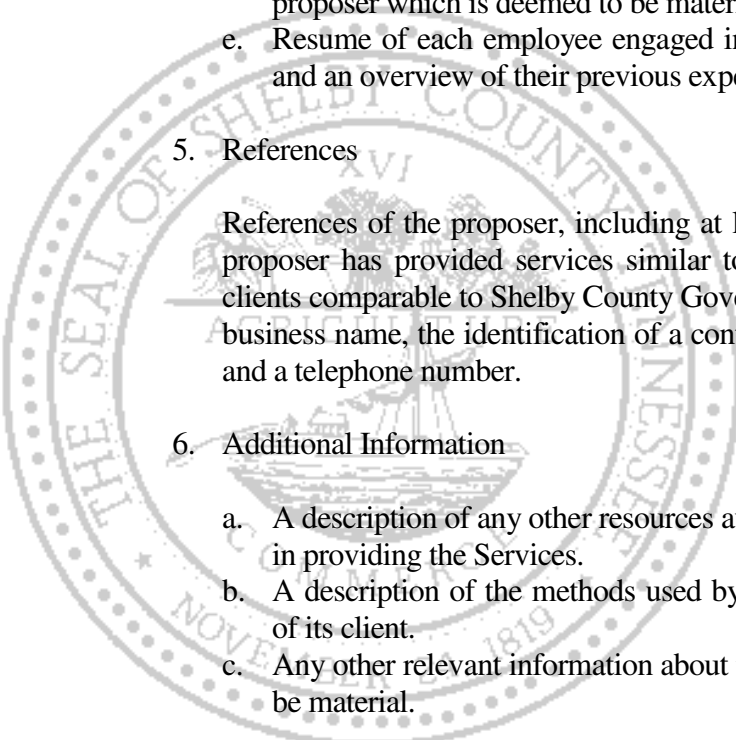
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the Provider's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response (Minimum Requirements and Services Required)
 - a. Address all services and requirements outlined in Section II – Minimum Requirements and Section IX – Services Required/Scope of Work.
 - b. Outline of how respondent can meet or exceed the minimum requirements.
 - c. Detail of how the respondent is qualified to provide the services required.
 - d. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
3. Cost and Fees
 - a. Provide the applicable itemized and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-Provider working in conjunction with your organization on the project). Pricing sheet included as last page of this document.
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.
 - d. Adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item I.
4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

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- The seal of Shelby County, Tennessee, is a circular emblem. It features a central figure of a ship on a river, with a plow and a sheaf of wheat above it. The text "THE SEAL OF SHELBY COUNTY, TENNESSEE" is written around the perimeter, with "NOVEMBER 1819" at the bottom. The seal is faintly visible in the background of the text.
- a. A brief description of the history and mission of the proposer, including the proposer's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
 - b. A statement of how long the proposer has provided services similar to the Services requested herein;
 - c. A general description of the proposer's experience and background in providing services similar to the Services requested herein; and
 - d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
 - e. Resume of each employee engaged in the Services, including the role of each and an overview of their previous experience with similar projects.

5. References

References of the proposer, including at least three (3) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

6. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services.
- b. A description of the methods used by the proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review – Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers.
 - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - i. Qualifications and experience of specific personnel assigned to this project;
 - ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
 - iii. Project methodology;
 - iv. Previous experience in performing similar Services;
 - v. Proposed cost to Shelby County Government;
 - vi. Other services available to Shelby County Government above and beyond the Services required.
3. Oral Presentation.

Shelby County Government reserves the right to interview, or to require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing or his designee. Interviews and oral presentations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer.

4. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

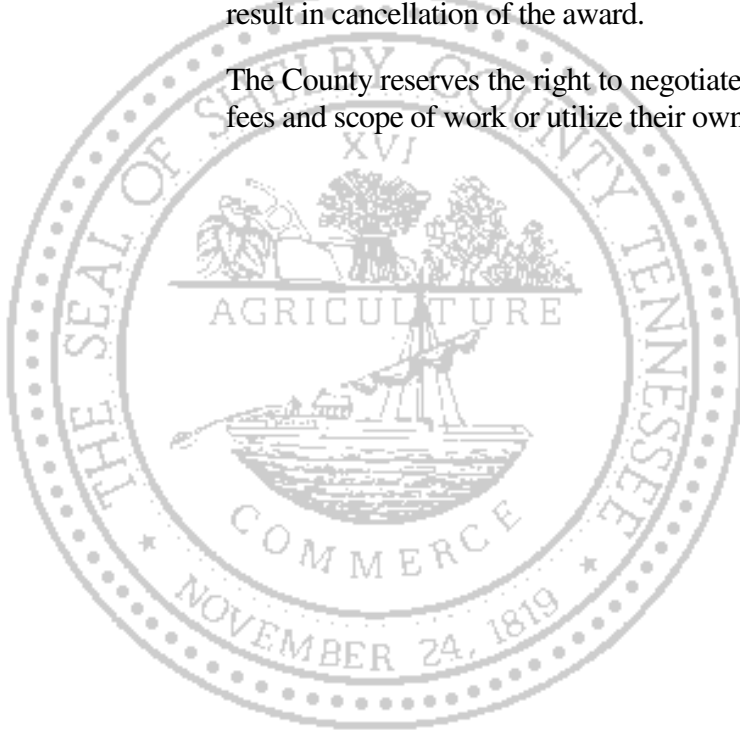
Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.



RFP #12-003-42
Collection Agency Services
(Shelby County Court Clerk's Offices)

PRICING SCHEDULE

Proposers may respond to any or all of the services required for the appropriate Court Clerk's offices as indicated below:

<u>COURT CLERK</u>	<u>PROPOSED FEE</u>
Circuit Court Clerk	_____
Chancery Court Clerk	_____
Criminal Court Clerk	_____
General Sessions Court Clerk- Criminal Division	_____
Juvenile Court Clerk	_____

Company Name

Print Name

Signature

Date

**REQUEST FOR SEALED PROPOSALS
TO PROVIDE COLLECTION SERVICES
FOR THE CITY OF _____, TENNESSEE**

GENERAL INFORMATION

The City of _____ invites interested parties to submit **SEALED PROPOSALS** to address Collection Services for the City Court Clerk's Office. Additional information on delinquent accounts is included in attachments A and B. The purpose of this request for proposal is to solicit proposals from qualified firms interested in providing collection services for the City. The City may not necessarily proceed with an award based on the initial proposals received, and reserves the right to discuss contents of such proposals to obtain additional information and to negotiate changes in the proposal.

The point of contact for information is _____, Purchasing Manager. Any questions or requests for additional information concerning this Request for Proposal (RFP) should be submitted in writing to _____ by fax or e-mail on or before _____, 2010.

Fax: _____

E-mail: _____

The City's Purchasing Department shall receive sealed proposals until _____, 2010, at _____ p.m., after which the proposals will be privately opened. No submissions received after the deadline will be considered. An offeror submitting a late proposal shall be so notified. All material submitted in the proposal becomes the property of the City and will not be returned. Any proposal may be withdrawn prior to the scheduled time that proposals are due.

An original and five (5) copies of the proposal should be submitted to:

As a part of the sealed submittal, the offeror is required to have obtained a bid bond in the amount of \$1,000 from a company authorized to do business in the State of Tennessee. Documentation of this bond shall be submitted with the proposal. The bond may also be in the form of a cashier's check or a bank letter or credit.

DEFINITIONS

For the purpose of this proposal the definitions shall mean:

Proposal means, offer, bid

Proposer and **offeror** means bidder, contractor, vendor.

SCOPE OF WORK

Statement of Need

The City Court Clerk and the possible future addition of other City Department(s) requires the services of an outside contractor to assist in the collection of its past due accounts receivable. The Contractor must be experienced with the collection of accounts receivable, and be a member, in good standing, of the American Collector's Association. The Contractor will follow the detailed collection efforts to be made, as shown in their proposal.

[insert description of technology requirements for data transmission here - example - ASCII text data, Cisco VPN connection, static IP address, etc.]

The City will evaluate the performance of the contractor based on a variety of items such as customer relations, the percentage of accounts submitted and collected, completeness of record-keeping (history and audit trails), flexibility in reporting and adjusting of data; procedures for handling errors and data communications between the City and vendor. Vendor shall submit monthly detail and summary reports with total collections and net amounts due the City. The reports and related funds are due no later than ten (10) days following the month in which the funds are collected.

Ownership

All deliveries and/or other products of the contract (including but not limited to all procedures, solicitation packages, reports, records, summaries, software documentation and other matter and materials prepared or developed by the Contractor in performance of this contract) shall be the sole, absolute and exclusive property of the City, free from any claim or retention of rights, thereto on the part of the Contractor, its agents, subcontractors, officers, or employees.

Acceptance

The City will make determination of the acceptability of Contractor's work. Work shall be completed in a responsible professional manner in accordance with the specification, schedules, or performance/operating standards incorporated in the contract.

SPECIAL TERMS AND CONDITIONS

Minimum Requirements of Offeror

1. Offeror must have been in collection business for at least five (5) years.
2. Offeror must be licensed and bonded under the laws of the State of Tennessee.
3. Offeror must be a member of the American Collector's Association.

Required Information

1. Offeror must maintain and show proof of professional liability insurance in the amount of \$1,000,000. A certificate of insurance shall be provided to the City at each renewal of this agreement.
2. Offeror must provide a list of local client references containing three (3) current clients and three (3) previous clients.
3. Offeror must provide the City information pertaining to the selection, training and certification of the staff, as well as details pertaining to offeror's company organization.
4. Offeror must include any and all costs, which might be incurred by the City, should the proposal be accepted. The method of compensation must be clearly defined.
5. The City reserves the right to require offeror to submit three (3) years of financial statements.

EVALUATION CRITERIA

The City management shall evaluate proposals. Management will select the firm that in its judgment will be best for the City. Consideration will be given to such items as:

Method of Collection – Offeror must demonstrate the policies of their agency or firm. While offeror will remain an independent contractor and not an agent, the City considers outside collection activity a reflection of itself and, therefore, will place emphasis on collection procedures.

Past Experience – Attention will be given to the agencies or firms' experience with other institutions of a similar nature as the City and those institutions' recommendation thereof.

Technical Capacity – Offeror must propose a collection schedule which is most advantageous to the City. Said schedule will be demonstrated through report format, report schedule, collection literature, i.e., all requirements of the Collection Services Contract. Offeror must have the capability to transfer ASCII text data to and/or from the City via either FTP, possess flexibility in reporting and adjusting of data and clearly defined procedures for handling errors and exceptions in data communications. User must have a static IP address from which contact will be made with the City’s servers via secured, Cisco VPN connection. Data transmission must be able to run unattended during non business hours. The City IS Division will decide transmission time. The format and content of the bi-directional data file must conform to the City’s requirements.

Knowledge and Experience of Offeror in collection of Subrogation and Tort Claim Accounts – The proposed staff shall demonstrate suitable experience and skill in collection subrogation and tort claim accounts as well as past due accounts receivable. Management, staff selections, training and certification will be considered.

Financial Strength – Proposals will be evaluated on their financial strength as evidenced by their financial statements and credit references.

AWARDS OF CONTRACT

The City reserves the right to award part of the collection services to one offeror, and part to another, if that arrangement is deemed to be most advantageous in the discretion of the City.

Notwithstanding any other provision of the Request for Proposals, the City expressly reserves the right to:

- a. Waive any immaterial defect or informality, or
- b. Reject any or all proposals, or portions thereof,
- c. Reissue a Request for Proposals, or
- d. Cancel the Solicitation.

COSTS OF COLLECTION

The Contractor shall compute the cost of collection for each delinquent account, and shall add such cost to the account balance to be collected from the delinquent party. All costs of collection

shall be recovered from the delinquent parties, to the extent such collection is possible.

COMPROMISE OF ACCOUNTS

Contractor shall not have the authority to adjust or compromise the amount of any account balance unless prior written approval from the City is first obtained. Contractor shall have the capacity to accrue interest and penalties on accounts in accordance with City regulations.

INITIATING SUIT ON BEHALF OF THE CITY

Contractor shall have no authority to, and shall not initiate legal suit against any person to recover sums owed the City unless prior written approval from the City has been obtained. Prior to initiating suit against any person or group of persons, the Contractor shall provide the City with a list of such persons and an estimate of the filing fees and other expenses necessary to file suit. The attorneys filing such suits and the fee agreements relating thereto are subject to the approval of the City Attorney.

CLAIMS AGAINST THE CITY

If Contractor becomes aware of any claim or demand of any person against the City, its officers, agents or employees arising out of or related to any account (or the services underlying such an account) referred to the Contractor by the City, Contractor shall promptly report such information as Contractor may have concerning the claim or demand to the City's designated representative; such a report shall be both by telephone and in writing.

RECALLED BY THE CITY

The City may recall any account upon notice to Contractor. No compensation shall be due to Contractor as a result of an account if the recall is because:

- a. A claim or demand is asserted against the City, its officers, agents, or employees.
- b. It is discovered, through no documented effort of the Contractor, that a third party will pay the account balance.
- c. Payment is made between the time of placement with the Contractor and the date of the Contractor's first correspondence with the responsible party.
- d. The City in its discretion decides that it would be inequitable to

collect the claim against the party.

- e. The City reserves the right to recall any account if no monies have been received for a period of twelve months or longer.

RELEASE AND RETURNED ACCOUNTS

The Contractor shall include within its proposal a schedule and/or circumstances for returning accounts to the City when it appears that collection efforts are futile. Additionally, accounts shall be returned upon termination of contract or no later than five years following the referral of the account to the Contractor unless the responsible party shall have entered into a written agreement to pay the account over time and is making payments as agreed or suit has been filed and service obtained.

The Contractor agrees to release and return accounts assigned for collection after receiving a written notice from the City, by listing the accounts in alphabetical order, and the City's current balance. Accounts in process of collection by Contractor, or externally through an affiliated collection agent, will be returned within 180 days written notice. Accounts on which payment has been made within 90 days or is anticipated within 180 days will remain with the Contractor for a period not to exceed one (1) year.

BANKRUPTCIES OF RESPONSIBLE PARTY

In the event the person, or persons, legally responsible for payment of the account balance files a petition in bankruptcy after the referral to Contractor, either party hereto who receives notice of such a petition shall promptly advise the other party of the fact. The account will remain with the Contractor, and Contractor will file proof of claim and be entitled to fees as outlined to refund any of the funds collected by Contractor as a result of the bankruptcy proceeding within thirty calendar days. Contractor shall return to the City all of Contractor's commission, which was based on funds required to be returned.

REMITTANCE OF FUNDS/REPORTING TO THE CITY

On or before the tenth (10th) calendar day of each month, beginning one (1) month following the execution of the agreement, Contractor shall remit to the City a sum equal to the total sum actually collected by the Contractor, less compensation due to the Contractor pursuant to this agreement.

At the same time the Contractor remits funds to the City pursuant to terms of this agreement, Contractor shall provide detailed written and computerized collection report(s), which can be transmitted electronically via Internet, CD, or floppy disc. The report shall not contain less than the following information individually and collectively for all account activity:

1. Debtor's name, ticket #.
2. Amount of original balance referred.
3. Date account placed.
4. Amount collected since referral.
5. Current balance of account.
6. Number of accounts placed.
7. Dollar amount of accounts placed.
8. Current month collections.
9. Cumulative collections.
10. Recovery rate.
11. Number and dollar amount of accounts closed.
12. Number and dollar amount of active accounts.

In calculating amounts the reports shall account for the most recent twelve (12) months individually and prior years cumulatively.

PAYMENT

Payment of any invoice shall not preclude the City from making claim for adjustment on any service found not to have been in accordance with the contract.

EXCEPTIONS

Any desired exceptions taken to the *Terms and Conditions* or *Specifications* of this RFP, must be included in the proposal and must clearly address the specific RFP paragraph where a conflict exists.

PROPOSAL OPENING

Proposals shall be opened on _____, 2010, at _____ p.m. in the Purchasing Department, _____. The name of each offeror shall be publicly read, however proposals will not be publicly opened. After contact award, all offerors and evaluation documents shall be open for public inspection.

EMPLOYMENT

The Contractor shall affirm that it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, sex or handicapped status.

CONFLICT OF INTEREST

The City reserves the right at any time to preclude offering a work assignment to a Contractor should a real or potential conflict of interest exist as determined by the City.

LICENSURE

During the term of this agreement, Contractor shall continue to maintain in good standing its licensure as a collection agency/attorney in the state of Tennessee.

INDEMNIFICATION

The Contractor shall agree to indemnify and hold the City, its officers, agents and/or employees harmless from and against any and all liability, loss, damages, cost and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability resulting out of:

1. The collection practices and activities of the Contractor or those acting under Contractor on accounts referred by the City;
2. Contractor's failure to perform any of its obligations under this agreement; or
3. The failure of the Contractor, or those acting under Contractor, to conform to the statutes, ordinances or regulations of any governmental authority.

OFFER AND ACCEPTANCE PERIOD

Proposals are irrevocable offers for ninety (90) days after the proposal opening time and date.

PROCUREMENT FROM OTHER SOURCES

The City reserves the right to procure services covered by the resultant contract(s) from other sources when the City determines it is in its best interest to do so.

CANCELLATION

If the Contractor fails to fulfill, in a timely and proper manner, its obligations under this contract or if it should violate any of the terms of this contract, the City shall have the right to immediately terminate the contract and to withhold payments that are in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable federal, state, or local laws or regulations.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the City for damages sustained by virtue of any breach by the Contractor.

CONTRACT TERMINATION

Either party hereto may terminate this agreement upon sixty (60) calendar days with prior written notice of such termination to the other party. Upon contract termination, the offeror shall provide via electronic media all information necessary for the City or its representative to pursue further collection of any outstanding accounts.

AUDIT BY CITY

The Contractor's records pertaining to accounts referred by the City shall be open for audit and inspection by the City or its agents at any time during regular business hours.

CONFIDENTIALITY

The Contractor acknowledges that information disclosed to it concerning the City's operations during performance of the contract that is confidential and/or proprietary to the City, and shall not be disclosed to third parties without the City's prior written consent.

The Contractor further acknowledges that some information received from the City concerning delinquent accounts may be confidential, and such confidential information shall not be disclosed to third parties without the City's prior written consent.

COMPLIANCE WITH LAWS


Contractor agrees to comply with any and all applicable federal, state and local laws and regulations.

CONTRACT TERM

The term of any resultant contract shall be for a period of one year, unless terminated, canceled or extended as otherwise provided herein. The City shall have the option to renew the contract for up to five (5) additional terms of one (1) year each.

NOTICES

Notices to the City concerning any matter under this Contract shall be sent to:

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

[West's Tennessee Code Annotated](#)

[Title 40. Criminal Procedure](#)

[Chapter 24. Fines](#)

T. C. A. § 40-24-105

§ 40-24-105. Collection; fines, costs and litigation taxes; license revocation

Effective: July 1, 2015

[Currentness](#)

(a) Unless discharged by payment or service of imprisonment in default of a fine, a fine may be collected in the same manner as a judgment in a civil action. The trial court may also enforce all orders assessing any fine remaining in default by contempt upon a finding by the court that the defendant has the present ability to pay the fine and willfully refuses to pay. Costs and litigation taxes due may be collected in the same manner as a judgment in a civil action, but shall not be deemed part of the penalty, and no person shall be imprisoned under this section in default of payment of costs or litigation taxes. The following shall be the allocation formula for moneys paid into court: the first moneys paid in any case shall first be credited toward payment of litigation taxes and once litigation taxes have been paid, the next moneys shall be credited toward payment of costs; then additional moneys shall be credited toward payment of the fine.

(b)(1) A license issued under title 55 for any operator or chauffeur shall be revoked by the commissioner of safety if the licensee has not paid all litigation taxes, court costs, and fines assessed as a result of disposition of any offense under the criminal laws of this state within one (1) year of the date of disposition of the offense. The license shall remain revoked until such time as the person whose license has been revoked provides proof to the commissioner of safety that all litigation taxes, court costs, and fines have been paid.

(2) The clerk of the court ordering disposition of an offense shall notify the commissioner of safety when an offender has litigation taxes, court costs, and fines that remain unpaid after one (1) year from the disposition of the offense. Such notification shall take place within thirty (30) days of the expiration of the one-year period or as soon as practicable. The commissioner of safety shall not refuse to revoke a license issued under title 55 on grounds that notification was not received within the thirty-day period specified in this subdivision (b)(2).

(3)(A) A person who is unable to pay any portion of assessed litigation taxes, court costs, and fines may apply one (1) time to the court having original jurisdiction over the offense for an order staying the revocation of the license issued under title 55. An order to stay the revocation of the license shall be granted if the court finds that the person would experience extreme hardship from the revocation of the license and that no other means of transportation are reasonably available to the person. Grounds for finding of extreme hardship are limited to travel necessary for:

(i) Employment; or

(ii) Serious illness of the person or an immediate family member.

(B) The offender seeking a hardship exception shall make application to the court in the form of a sworn affidavit stating with particularity the grounds and circumstances of hardship. The court may enter a one-time stay for a period of not longer than one hundred and eighty (180) days. The court clerk shall promptly notify the commissioner of safety of the issuance or termination of any stay of revocation. The commissioner of safety shall not revoke any license under this subsection (b) while the stay is in effect.

(4) A person who is unable to pay all of the assessed litigation taxes, court costs, and fines but is able to pay some of them on a monthly or weekly basis may apply to the court having original jurisdiction over the offense for an order setting up a payment plan for such taxes, costs and fines. If the person and court agree to such a weekly or monthly payment plan, the court shall so order and such order shall have the effect of staying the revocation of the license pursuant to this subsection (b). The order staying the revocation of license shall remain in effect for as long as the person is current and in compliance with the payment plan. If the person fails to make payments according to the plan for three (3) consecutive months without good cause, the court may revoke the order and notify the clerk. The court clerk shall promptly notify the commissioner of safety of the issuance or termination of any stay of revocation. The commissioner of safety shall not revoke pursuant to this subsection (b) while the stay is in effect.

(5) The revocation provided in this subsection (b) is cumulative and does not limit or otherwise affect any license revocation pursuant to title 39, title 55, or any other law.

(6) Nothing in this subsection (b) shall be construed to apply to any license issued pursuant to title 55, chapter 17.

(c) The district attorney general or the county or municipal attorney, as applicable, may, in that person's discretion, and shall, upon order of the court, institute proceedings to collect the fine, costs and litigation taxes as a civil judgment.

(d)(1) Any fine, costs, or litigation taxes remaining in default after the entry of the order assessing the fine, costs, or litigation taxes may be collected by the district attorney general or the criminal or general sessions court clerk in the manner authorized by this section and otherwise by the trial court by contempt upon a finding by the court that the defendant has the present ability to pay the fine and willfully refuses to pay. After a fine, costs, or litigation taxes have been in default for at least six (6) months, the district attorney general or criminal or general sessions court clerk may retain an agent to collect, or institute proceedings to collect, or establish an in-house collection procedure to collect, fines, costs and litigation taxes. If an agent is used, the district attorney general or the criminal or general sessions court clerk shall request the county purchasing agent to utilize normal competitive bidding procedures applicable to the county to select and retain the agent. If the district attorney general and the criminal or general sessions court clerk cannot agree upon who collects the fines, costs and litigation taxes, the presiding judge of the judicial district or a general sessions judge shall make the decision. The district attorney general or criminal or general sessions court clerk may retain up to fifty percent (50%) of the fines, costs and litigation taxes collected pursuant to this subsection (d) in accordance with any in-house collection procedure or, if an agent is used, for the collection agent. The proceeds from any in-house collection shall be treated as other fees of the office. When moneys are paid into court, the

allocation formula outlined in subsection (a) shall be followed, except up to fifty percent (50%) may be withheld for in-house collection or, if an agent is used, for the collection agent, with the remainder being allocated according to the formula.

(2) On or after January 1, 2015, if an agent is used, the agent's collection fee shall be added to the total amount owed. The agent's collection fee shall not exceed forty percent (40%) of any amounts actually collected. When moneys are paid into court, the allocation formula outlined in subsection (a) shall be followed, except up to forty percent (40%) may be withheld for the collection agent, with the remainder being allocated according to the formula.

(e)(1) The governing body of any municipality may by ordinance authorize the employment of a collection agency to collect fines and costs assessed by the municipal court where the fines and costs have not been collected within sixty (60) days after they were due. The authorizing ordinance shall include the requirement that the contract between the municipality and the collection agency be in writing.

(2) The collection agency may be paid an amount not exceeding forty percent (40%) of the sums collected as consideration for collecting the fines and costs.

(3) The written contract between the collection agency and the municipality shall include a provision specifying whether the agency may institute an action to collect fines and costs in a judicial proceeding.

(4) Nothing in this subsection (e) shall be interpreted to permit a municipality to employ a collection agency for the collection of unpaid parking tickets in violation of § 6-54-513.

(f) If any fine, costs or litigation taxes assessed against the defendant in a criminal case remain in default when the defendant is released from the sentence imposed, the sentence expires or the criminal court otherwise loses jurisdiction over the defendant, the sentencing judge, clerk or district attorney general may have the amount remaining in default converted to a civil judgment pursuant to the Tennessee Rules of Civil Procedure. The judgment may be enforced as is provided in this section or in any other manner authorized by law for a civil judgment.

(g) After a fine, costs, or litigation taxes have been in default for at least five (5) years, the criminal or general sessions court clerk may, subject to approval by a court of competent jurisdiction, accept a lump-sum partial payment in full settlement of the outstanding balance due on a case. The court shall not approve a settlement unless the amount accepted is equal to or greater than fifty percent (50%) of the combined outstanding balance of all fines, costs, and litigation taxes due on the case. When moneys are paid into court pursuant to this subsection (g), the allocation formula outlined in subsection (a) shall be followed, except the percentage that may be retained by the clerk pursuant to subsection (d) may be withheld, with the remainder being allocated according to the formula.

Credits

1972 Pub.Acts, c. 729, § 3; 1991 Pub.Acts, c. 467, § 1; 1992 Pub.Acts, c. 956, § 1; 1996 Pub.Acts, c. 826, § 1, eff. April 29,

1996; 1996 Pub.Acts, c. 920, § 1, eff. May 8, 1996; 1997 Pub.Acts, c. 325, §§ 1, 2, eff. May 30, 1997; 2007 Pub.Acts, c. 167, §§ 1, 2, eff. May 15, 2007; 2009 Pub.Acts, c. 570, §§ 1, 2, eff. July 1, 2009; 2009 Pub.Acts, c. 577, § 2, eff. July 1, 2009; 2011 Pub.Acts, c. 504, §§ 1 to 3, eff. July 1, 2011; 2014 Pub.Acts, c. 737, §§ 1, 2, eff. April 21, 2014; 2015 Pub.Acts, c. 257, § 1, eff. July 1, 2015.

Formerly § 40-3209; § 40-3205.

[Notes of Decisions \(30\)](#)

T. C. A. § 40-24-105, TN ST § 40-24-105
Current through end of the 2015 First Reg. Sess.

End of Document

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[West's Tennessee Code Annotated](#)

[Title 6. Cities and Towns](#)

[Municipal Government Generally](#)

[Chapter 54. Municipal Powers Generally](#)

[Part 5. Ordinances and Codes](#)

T. C. A. § 6-54-513

§ 6-54-513. Unpaid parking ticket forwarded to collection agency; notification of owner

Effective: July 1, 2009

[Currentness](#)

A municipality shall have no authority to forward to a collection agency unpaid parking tickets for collection without notifying the owner of record of the motor vehicle for which the parking ticket was issued. The notification shall be sent by postal mail to the owner of record of such motor vehicle that such action will occur unless the owner pays the unpaid tickets within thirty (30) days from the date the letter is mailed to the owner. The municipality shall also include in the notification a statement that, if the ticket is forwarded to a collection agency for collection, the agency may notify the credit bureau or credit agency of such fact, which could affect the owner's credit rating.

Credits

[2009 Pub.Acts, c. 577, § 1, eff. July 1, 2009.](#)

T. C. A. § 6-54-513, TN ST § 6-54-513

Current through end of the 2014 Second Reg. Sess.

End of Document

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