



Request for Proposal

Proposals are being accepted for Collection Agency Services for Monroe County Circuit Court Clerk as stated herein.

Proposers shall submit their offers in sealed envelope to:

Monroe County Department of Finance
103 College Street, Suite 9
Madisonville, TN 37354

Public Opening of the proposals will be held at the above address at the deadline date and time designated in the Request for Proposal (RFP).

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DATE ISSUED:	September 15, 2015
RFP NO:	CGD999-10-15
RFP TITLE:	Collection Agency Services for Monroe County Circuit Court Clerk
RFP DEADLINE DATE & TIME:	October 1, 2015 @ 10:00 AM
RFP CONTACT:	Sabrena Norris, Purchasing Agent, sabrena.norris@monroetn.com
CONTACT PHONE:	(423) 442-9383 ext. 168

COLLECTION AGENCY SERVICES FOR MONROE COUNTY CIRCUIT COURT CLERK
Terms and Conditions of Request for Proposal

1. Award

The right is reserved, as the interest of the County may require, to reject any and all proposals and to waive any informality in proposals received. The County reserves the right to make an award on all items or on any of the items and for an item quantity less than the quantity bid upon unless qualified by specific limitation of the vendor. The contract shall be awarded to the responsive, responsible vendor submitting the overall best proposal which is in the best interest of Monroe County. In the event tie proposals are totally equal, selection shall be made by publicly witnessed drawing of lots. Disputes arising from the award of the Request of Proposal (RFP) must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by Monroe County for the goods and services specified or insufficient funds exist for future orders, Monroe County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Proposals

- (A) Vendors are expected to examine all RFP documents. Failure to do so will be at the vendor's risk.
- (B) Each vendor shall furnish all information required by the Request. The vendor shall sign the RFP; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the Request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Vendors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Vendors must accept responsibility for verifying availability of specified items prior to submission of proposal. Vendor shall notify the County no less than 96 hours prior to the proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective vendor to notify Monroe County Purchasing if there is a question as to the specifications or proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the RFP. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the RFP shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a proposal, it is the responsibility of the vendor to ascertain that they have received all addenda issued and bid accordingly. No addenda will be issued later than 48 hours prior to proposal deadline per T.C.A. § 12-4-126.

8. Submission of Proposals

- (A) Proposals shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the vendor shall be identified on the face of the envelope along with the proposal number and title. Proposals for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) Monroe County does not accept proposals by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the Request for Proposal regarding proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at vendor's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the proposal deadline. A vendor representative making a modification in person shall have proper identification and shall initial the change. The vendor representative shall sign a receipt for the withdrawal of a proposal. A telegraphic notice with an authorized signature would be acceptable for proposal modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the seal proposal is opened.

COLLECTION AGENCY SERVICES FOR MONROE COUNTY CIRCUIT COURT CLERK
Terms and Conditions of Request for Proposal

10. Late Proposals

It is the responsibility of the vendor to deliver their proposal or proposal modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late proposals will not be considered or returned.

11. Qualifications of Vendors

The County may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work and the vendor shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this RFP, require that all decisions made as to matters concerning this proposal be made on an individual firm basis. By signing this proposal, the vendor certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's proposal. Any concerted activity with respect to this proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

14. Compliance with Applicable Laws

The vendor shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

15. Proposal Acceptance

Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the proposal deadline, unless vendor indicates otherwise in their proposal. If awarded the RFP within the time frame specified, vendor agrees to furnish all services described or specified

16. Notification to County

If no proposal is to be submitted in response to this RFP, it is not necessary to return the Request; however, notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.

COLLECTION AGENCY SERVICES FOR MONROE COUNTY CIRCUIT COURT CLERK
Terms and Conditions of Purchase

1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, Monroe County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

COLLECTION AGENCY SERVICES FOR MONROE COUNTY CIRCUIT COURT CLERK
Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of Monroe County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months. The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

COLLECTION AGENCY SERVICES FOR MONROE COUNTY CIRCUIT COURT CLERK

INTENT

Monroe County Government (hereafter referred to as "Monroe County") is hereby requesting proposals to be submitted for the collection of old court costs, fines, and restitution obligations in the Circuit, General Sessions and Juvenile Courts.

SPECIFICATIONS FOR COLLECTION AGENCY SERVICES:

SECTION I – GENERAL INFORMATION

1.01 INTRODUCTION AND BACKGROUND

The Purchasing Department for Monroe County Tennessee (The County) is seeking proposals from qualified contractors for the provision of collection services applicable to unpaid and delinquent accounts. The types of accounts that shall be turned over for collection are all old court costs, fines, and restitution obligations for Circuit, General Sessions, and Juvenile Courts. The County generates a substantial amount of these financial obligations annually and shall determine which accounts are to be assigned to the successful bidder for collection.

Bidders shall submit a detailed operational plan which demonstrates an understanding of, and capability to assume responsibility for collection of delinquent accounts for the County. The plan shall provide details of the methods used to maximize successful collections, including initiating and continuing collection attempts within guidelines set forth by Federal and State regulations regarding fair debt collection practices.

1.02 CLARIFICATION OF THE SPECIFICATIONS

If additional information is necessary to enable a contractor to make an interpretation of the specifications, email such questions to: sabrena.norris@monroetn.com.

1.03 RESPONSE SUBMISSION

In order to facilitate the proposal evaluation process, one (1) original and two (2) exact copies of the proposal must be submitted to the Purchasing Department. All proposals must be packaged, sealed and show the following information on the outside of the package:

**Contractor's Name and Address
Request for Proposal Title and
Proposal Due Date and Time**

The proposal package must be delivered to the:

**Monroe County Purchasing Department
103 South College Street, Suite 9
Madisonville, TN 37354**

In order to be considered, proposals must be received by the Monroe County Department of Finance Purchasing Department no later than 10:00 A.M. E.S.T. on October 1, 2015.

1.04 FUNDING AND PROJECT PERIOD

All required collection agency services as set forth are to be operational upon the execution of the contract. It is specifically understood that any contract is subject to statutory authorization and available funding.

1.05 FIXED PRICE PERIOD

All prices, costs and conditions outlined in the contract shall remain fixed and valid during the contract period.

1.06 PROPOSER REFERENCES

Proposers shall include in their proposal a list of organizations (including points of contact) which can be used as references for work performed in the area of service required and in the public sector. Selected organizations shall be contracted to determine the quality of work performed and personnel assigned to the project.

1.07 CONTENTS OF PROPOSAL

Evaluation and selections of a contractor shall be based on the information submitted in the proposal. No additional information shall be accepted after the deadline unless requested by the County. Brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper and binders are not necessary.

1.08 SELECTION PROCESS – AWARD EVALUATION CRITERIA

From the information provided in the proposals, determination shall be made of a contractor's financial and operational ability to serve the County. Only proposals from financially responsible organizations of individuals, as determined by the Purchasing Department, presently engaged in the business of providing collection services shall be considered. The County reserves the right to inspect the contractor's facilities and consult with other governmental units with collections service operations under the contractor's management prior to and after any contract award resulting from the request of proposals.

Only those proposals received timely and with all required information shall be considered. Monroe County intends to make an award as soon as possible.

Monroe County reserves the right to reject any and all proposals and to negotiate with an applicant prior to entering into a contract. Any award pursuant to the terms and provisions hereof shall be in the best interest of Monroe County.

SECTION II – AWARD EVALUATION CRITERIA

2.01 ACCEPTANCE OF PROPOSAL CONTENT

The successful contractor's proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

2.02 STANDARD CONTRACT

Monroe County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any proposals submitted in response to the Request for Proposal.

2.03 RECORD KEEPING AND RETENTION

The contractor shall establish and maintain adequate records of all expenditures incurred under this contract. All procedures shall be in accordance with federal state and local ordinances.

The County shall have the right to audit, review, examine copy and transcribe any pertinent records or documents relating to any contract resulting from the RFP held by contractor. The contractor shall retain all documents applicable to the contract for a period of not less than three (3) years from the close of each year's operation.

2.04 NEWS RELEASES

News releases pertaining to this procurement or any part of the proposal shall not be made without the written approval of the County Purchasing Director.

2.05 OTHER INFORMATION

1. A foreign corporation other than a Tennessee corporation which is a party to this contract must possess a certificate of authority from the Tennessee Secretary of State and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Tennessee State Statutes relating to foreign corporations.
2. The contractor shall hold an active license for Collection Service Agency issued by the Tennessee Department of Commercial Insurance.
3. The contractor shall maintain a toll free 800 number for debtors to be able to contact the collection agency.
4. It is specifically understood and agreed that such items relative to collection agency service which are not covered may be added to or excluded from this proposal and resulting contract by the Purchasing Department without voiding in any manner the provisions of the existing contract. Such additional or deleted coverage shall be furnished to the County by their contractor with such additional consideration as mutually agreed upon, as is necessary to make it legally enforceable.
5. In the event of non-renewal of the contract, the contractor shall discontinue collection action as of the contract expiration date. All referrals uncompleted and all monies due but not yet paid

over at such time shall be transmitted to the County within forty-five (45) days after the contract expiration date. The contractor shall apprise the County of the current status of each referral being returned by electronic format to the Circuit Court Clerk. Any monies received by the contractor on behalf of the County after the contract termination date shall be forwarded immediately and shall not be subject to collection fee. A surety bond (see section 3.03) shall be requested and shall be released as soon as possible after the County has determined that the contractor has no further liability under the terms of the contract.

6. The contractor shall be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent regulations, municipal, county, state and federal laws and assume liability for all applicable taxes.
7. Recognizing that the successful performances of the contract is dependent upon favorable responses from the users, the contractor(s) shall regularly contact the Circuit Court Clerk or authorized designee at (423) 442-2396 or via email to martha.cook@monroeln.com to effect adjustments in operations and cooperate at all times to maintain maximum efficiency and good public relations.
8. The contractor shall not engage the services of any person employed by the Monroe County Government, including any department, commission or board thereof without written consent of the County.
9. It is understood that the contractor's officers and employees are in no way considered employees of Monroe County.

SECTION III – TECHNICAL SPECIFICATIONS

3.01 SCOPE OF SERVICE

1. The contractor shall accept accounts placed by the County under terms of this agreement and shall use its best efforts to collect said accounts utilizing means legal, necessary and proper.
2. The contractor shall write and maintain a computer interface that will accept data from both the Bridge computer system and ICON computer systems and compare the two files to determine those accounts that are entered in both systems. These are accounts that have made recent payments and are NOT candidates for collection.
3. The County shall provide information needed for collection. Further, the County shall make its own efforts at collection and written demands prior to turnover and shall inform the debtor of the consequences of his/her failure to make payments.
4. The successful contractor will be required to submit to the County regular monthly remittances and statements no later than fifteen (15) days following the month of collection.
5. The contractor shall not initiate legal proceedings on an account without prior authorization by the County. All attorney fees, court costs and other expenses incurred with legal collection proceedings authorized by the County shall be borne by the contractor.
6. Accounts may not be compromised by the contractor except pursuant to specific written approval from the County on a case-by-case basis.
7. The contractor agrees to return to the County, at no charge, accounts referred by mistake. The County shall not knowingly refer any accounts where the taxpayer is serving on active duty in the United States Armed Forces, VISTA or Peace Corps.
8. The County shall not pay any fee based upon a collection resulting from a County-initiated collection action which shall include, but not necessarily be limited to, garnishment, levy, or certification.
9. Records developed as a result of an agreement are County records and subject to access, scheduling, audit and disposition approved by the County.
10. In addition to the insurance requirements listed on the attached checklist, the contractor will carry Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
11. The contractor shall be a member of the American Collectors Association.
12. The contractor shall have experience collecting similar accounts with no fewer than 20 government agencies. At least two (2) of these must be courts and juvenile jurisdiction.
13. The contractor shall follow the applicable provisions of federal, state and local laws specific to collections operations in Circuit, General Sessions and Juvenile Courts.
14. Terms of the contractual time period shall be for a period of 2 (two) years from the date of execution of any contract awarded pursuant to the terms and provisions hereof. Any contract awarded pursuant to terms and conditions hereof may be extended to a period of 1 (one) year if mutually agreed to by the County and the contractual vendor.

3.02 ACCOUNTING, REMITTANCES AND PAYMENTS

- A. The Contractor shall maintain complete and accurate records of collection service transactions in accordance with generally accepted accounting principles and shall keep in a safe place all such financial records and statements pertaining to the collection agency services operations for the County for a period of three (3) years from the close of each year's operations.
- B. The contractor's accounting control and records of reported collection services shall be used as the basis to verify charges payable to the contractor.
- C. All records pertaining to the operations of this collection agency services shall be open for inspection and/or audit by the County at any or all reasonable times.

- D. On request of the County, the contractor shall meet with the County and review each invoice, explain charges, discuss problems, and mutually agree on course of action which may be required to provide improved control and/or service.
- E. The contractor shall remit all collections, including those made the last day of the monthly reporting period, to the County by the 15th day after the end of the monthly reporting period. If separate reporting is desirable for second placement accounts, the remittance and reporting period shall be as directed by the County and may be other than indicated above.

3.03 BONDING REQUIREMENTS

SURETY BOND

The successful contractor shall be required to furnish a surety bond in the amount of \$25,000. Such bond must be deemed acceptable by the County and furnished upon notification by the appropriate authority and prior to contract award. The surety bond, furnished by companies licensed to do business in the State of Tennessee, shall be for the initial contract period, with extensions for each possible contract renewal period.

3.04 CONTRACTOR INFORMATION REQUIREMENTS

It is the purpose of this request for Proposal to obtain complete data from each contractor to enable the County to determine which contractor can best service all of the criteria which are to be considered in the award of a contract. To this end, each contractor shall furnish a complete description of capabilities in the field of collection agency service operations as part of the proposal package. Included shall be the following:

1. Name and address of operating company
2. History of your agency, key members of management/collection team, including the makeup of the agency and any experience with municipal or County accounts.
3. Provide a list of geographic territories in which your agency has collections.
4. The duration and extent of service experience.
5. Evidence of the contractor's ability to work with other governmental units from past or present experience. A list including phone numbers and addresses of contracts of other governmental units for whom the contractor presently collects shall accompany the proposal. If none, so indicate.
6. Please specify your calling hour practices, (i.e. 7:00 am until 9:00 pm)
7. The designation of a single office and one individual of your agency who shall be responsible for the account of the County. (It is expected that although many company branches may process accounts for the County, one person shall be available for contact in the event of any problems with the operation of the agreement.)
8. An overview of the collection systems utilized by the contractor in respect to the following conditions:
 - A. The extent to which collection attempts shall be made based on the dollar value of the account and the type of attempt that shall be made (i.e. collection letter, telephone contacts, litigation etc.).
 - B. Method of documenting collection attempts and also reliability on the part of the contractor management that such attempts are actually being made.
 - C. Extent to which accounts shall be "skip-traced". Indicate varying procedures based upon varying dollar value of accounts.
 - D. Detailed samples of the kinds of reports provided to other government units on an account basis (i.e detailed activity from period to period). If none, so indicate.
 - E. Detailed samples of reports provided to other government units which summarized monthly and yearly collection activity and results. If none, so indicate.
9. Please specify whether the County can access account information via the internet.
10. Whether litigation capability exists within the contractor's company or whether litigation is to be handled on a referral basis. The proposal shall provide information illustrating the procedures normally employed by the company's attorney(s) in the collection process. Litigation procedures are subject to approval by the County attorney.
11. Policy or procedures on complaint handling.
12. Sample of all forms/correspondence to be used for collection.
13. The fee schedule (Section IV) is required for the full servicing of the accounts, including litigation. This fee structure should take into consideration the probability that the value of accounts range upwards from \$20.00. If the fee depends on volume or value of the accounts, the procedures for determining such fee must be provided, and shall be in accordance with Tennessee Code Annotated (T.C.A.) § 40-24-105.
14. A statement furnishing the name of insurance carrier and liability limited. The County will require being named as additional insured during the duration of the contract.
15. Such other information including any unique services offered as the contractor deems pertinent for consideration by the County.
16. The contractor shall furnish and include the above data with the Proposal. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or cancellation of resulting contract.
17. The contractor shall be required to introduce themselves at any public meetings if requested.

SECTION IV – FEE SCHEDULE AND SIGNATURE

SUBJECT: Collection Agency Services for Monroe County Circuit Court Clerk

COLLECTION OF UNPAID FEES, FINES, COSTS AND RESTITUTION

Excepting taxes and assessments due to Monroe County Circuit Court Clerk or designee shall forward all accounts that remain unpaid for at least six (6) months to a collection agency selected pursuant to the provisions of the procurement code which the agency shall resort to the proper legal methods of collection. Agency costs incurred in the collection of said accounts and any interest and penalty charges, allowable by law, shall be included in the amount collected.

We, the undersigned, hereby propose to charge the rates as stated herein to Monroe County. In making this proposal, we acknowledge that we have read and understand this request and hereby submit our proposal in accordance with the terms and conditions of specifications and agree to fulfill our legal obligation pursuant to the stated contractual provisions. With the proposal, we certify that we are submitting all data required by the RFP as well as itemized fee scheduled for the various types of collection services required.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

RIGHT TO SEEK A NEW PROPOSAL

Monroe County reserves the right to accept or reject any and all proposals of any or all reasons.

Proposals will be awarded to the best overall respondent as determined by that which is in the best interest of Monroe County.

In comparing the responses to this RFP and making awards, Monroe County may consider such factors as quality and thoroughness of a proposal, the record of experience and integrity, performance and assurances in the proposal in addition to the proposed fees.

Monroe County reserves the right to request references for evaluation purposes.

Monroe County Purchasing Department Insurance Checklist

Bidder understands and agrees to confirm to these insurance requirements if given notice of intent to award this contract. The successful Vendor shall obtain and keep in force for the term of the project, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Proposer or any employee or subcontractor of Proposer.

		<u>Coverage Required:</u>	<u>Minimum Limits Required:</u>
✓	1.	Workman's Compensation & Employer's Liability	Statutory Limits \$100,000 per occurrence, \$100,000 disease, \$500,000 annual aggregate
✓	2.	Commercial General Liability to include Contractual Liability, XCU, Personal Injury Perils, Products Liability and Completed Operations Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
	3.	Business Auto Liability, Personal Injury (Symbol)	\$1,000,000 combined single limits
✓	4.	Errors and Omissions	\$1,000,000 per occurrence \$2,000,000 annual aggregate
	5.	Excess Umbrella Liability with Contractor's Form, including Excess Employer's Liability Coverage	\$1,000,000 excess of above coverage \$5,000,000 for large projects or high risk
	6.	Builders Risk -	<input type="checkbox"/> Installation Floater
✓	7.	Vendor's insurance policy shall be endorsed to show " Monroe County Government " named as additional insured on all required liability insurance. The above shall be named as loss payee on all types of required property insurance and for which any political subdivision of Monroe County has an insurable interest.	
✓	8.	Cancellation clause on any insurance certificates MUST be amended to read, " <i>Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificated holder.</i> "	

Any deviation from the above requirements shall be disclosed to the Monroe County Purchasing Agent. Coverages specified above shall be written on an "occurrence" coverage form suitable to Monroe County Government. Complete certified copies of insurance policies shall be provided upon request. Insurer's A.M. Best Rating Guide shall be A IX or better.

Certificate Holder shall be:

Monroe County Government
103 College Street, Suite 9
Madisonville, TN 37354

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Producer's Company Name Address 1 Address 2 City ST 12345-0000	CONTACT NAME Agent's Name PHONE (AC No Ext) (123) 456-7890 FAX (AC No Ext) (123) 456-7890 E-MAIL ADDRESS PRODUCER CUSTOMER ID # ABC1234567890												
INSURED Company Name Address 1 Address 2 City ST 12345-0000	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A Insurance Company A</td> <td style="width: 20%;">NAIC# 01234</td> </tr> <tr> <td>INSURER B Insurance Company B</td> <td></td> </tr> <tr> <td>INSURER C Insurance Company C</td> <td></td> </tr> <tr> <td>INSURER D Insurance Company D</td> <td></td> </tr> <tr> <td>INSURER E Insurance Company E</td> <td></td> </tr> <tr> <td>INSURER F Insurance Company F</td> <td></td> </tr> </table>	INSURER A Insurance Company A	NAIC# 01234	INSURER B Insurance Company B		INSURER C Insurance Company C		INSURER D Insurance Company D		INSURER E Insurance Company E		INSURER F Insurance Company F	
INSURER A Insurance Company A	NAIC# 01234												
INSURER B Insurance Company B													
INSURER C Insurance Company C													
INSURER D Insurance Company D													
INSURER E Insurance Company E													
INSURER F Insurance Company F													

COVERAGES CERTIFICATE NUMBER: 12/13 GEN w/IF 4-1-12 WC REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X		GEN000123456789	7-1-12	7-1-13	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/>						DAMAGE TO RENTED REMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		AU000123456789	7-1-12	7-1-13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ Underinsured motorist \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	WC000123456789	7-1-12	7-1-13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)

Monroe County Government is additional insured on the General, Auto and Umbrella liability policies per written agreement.

CERTIFICATE HOLDER Monroe County Government 103 College Street, Suite 9 Madisonville, TN 37354	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. AUTHORIZED REPRESENTATIVE
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TITLE VI

For Title VI Compliance, the County of Monroe request voluntary disclosure of the following information, related to the owner/operator of the company:

Company Name: _____

Address: _____

Phone Number: (____) _____ Fax Number: (____) _____

Authorized Signature	Date
Business Ownership (Check One or More)	Ownership Ethnicity (Check Only One)
D Disabled (Minority Owned)	C Caucasian
G Government Owned	B Black/African American
E Race/Ethnic Background (Minority Owned)	H Hispanic
N Non-Minority Owned	A Asian
F Female (Minority Owned)	I American Indian or Alaskan Native
M Male (Minority Owned)	N Native Hawaiian or other Pacific Islander
P Non-Profit Organization	O Other (Specify)

Bid/Proposal No. (if applicable): _____ Bid/Proposal Title: _____ Date of Bid/Proposal Deadline: _____
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The County of Monroe complies with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000D, which states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The County of Monroe does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C.12101.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

