

Request for Proposal

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

Proposers shall submit their responses to this Request for Proposal in a 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).

DATE ISSUED:	November 19, 2018
RFP NO:	CGD1085-11-18
RFP TITLE:	Collection Agency Services for the Monroe County Circuit Court Clerk
RFP DEADLINE DATE & TIME:	November 29, 2018 at 9:00 AM
RFP CONTACT:	Jessi Soileau, Purchasing Agent jessi.soileau@monroetn.com
CONTACT PHONE:	(423) 442-9383 ext. 2105

**Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383**

Proposal Requested By:

Request for Proposal Number:

Monroe County Circuit Court Clerk

CGD1085-11-18

November 29, 2018

Sealed proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **9:00 A.M. (EST.)** local time prevailing, **November 29, 2018**, and then publicly opened and read for Collection Agency Services for the Monroe County Circuit Court Clerk as authorized by the Monroe County Board of Commissioners.

No proposal can be withdrawn after the scheduled closing time for receipt of proposals for sixty (60) calendar days.

To be considered, your proposal must be submitted on the copy of this Request for Proposal. Proposer shall sign this form in the space provided and submit proposal document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Proposals shall be returned in the enclosed proposal envelope, properly completed and sealed. Proposals will not be accepted via fax machine or e-mail.

Time is of the essence and proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Respondents are responsible for ensuring that the Finance Department personnel stamp their proposal before the deadline indicated. Late proposals received will be so noted in the proposal file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Proposal, please forward your acknowledgment of **NO PROPOSAL**. Return of the "Terms and Signature Sheet" with authorized signature and indication of **NO PROPOSAL** is appropriate. Failure to comply may cause for removal of your company's name from the vendor list for subject commodity or service.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Terms and Conditions of Request for Bids/Proposals

1. Award

The County reserves the right to reject any or all Bids/Proposals/Qualifications, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals/Qualifications. The County further reserves the right to reject the Bid/Proposal/Qualification of any Bidder/Proposer/Respondent whom it finds, after reasonable inquiry and evaluation, to not be responsible. The County may also reject the Bid/Proposal/Qualification of any Bidder/Proposer/Respondent if the County believes that it would not be in the best interest of the Project to make an award to the Bidder/Proposer/Respondent. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer/Respondent. More than one Bid/Proposal/Qualification for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer/Respondent has an interest in more than one Bid/Proposal/Qualification for the Work may be cause for disqualification of the Bidder/Proposer/Respondent and the rejections of all Bids/Proposals/Qualifications in which that Bidder/Proposer/Respondent has an interest. If the Contract is to be awarded, the County will award the Contract to the Bidder/Proposer/Respondent whose Bid/Proposal/Qualification is the best interest of the Project. Disputes arising from the award of the Bid/Proposal/Qualification 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 the County for the goods and services specified or insufficient funds exist for future orders, the County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bids/Proposals/Qualifications

- (A) Bidders/Proposers/Respondents are expected to examine all Bid/Proposal/Qualification documents. Failure to do so will be at the Bidder/Proposer/Respondent's risk.
- (B) Each Bidder/Proposer/Respondent shall furnish all information required by the Request. The Bidder/Proposer/Respondent shall sign the Bid/Proposal/Qualification documents; 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) Bidder/Proposer/Respondent 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

Bidder/Proposer/Respondent must accept responsibility for verifying availability of specified items prior to submission of Bid/Proposal/Qualification. Bidder/Proposer/Respondent shall notify the County no less than 96 hours prior to the Bid/Proposal/Qualification 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 Bidder/Proposer/Respondent to notify Monroe County Purchasing if there is a question as to the specifications or Bid/Proposal/Qualification 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 Bid/Proposal/Qualification 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 Bid/Proposal/Qualification document. 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 Bid/Proposal/Qualification shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/Proposal/Qualification addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal/Qualification, it is the responsibility of the Bidder/Proposer/Respondent to ascertain that they have received all addenda issued and bid/propose/respond accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal/Qualification deadline per T.C.A. § 12-4-126.

8. Submission of Bids/Proposals/Qualifications

- (A) Bid/Proposal/Qualification 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 Bidder/Proposer/Respondent shall be identified on the face of the envelope along with the Bid/Proposal/Qualification number and title. Bids/Proposals/Qualifications 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) The County does not accept Bids/Proposals/Qualifications by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal/Qualification regarding Bid/Proposal/Qualification 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 Bidder/Proposer/Respondent's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids/Proposals/Qualifications

Bids/Proposals/Qualifications may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized Bidder/Proposer/Respondent representative provided the modification or withdrawal is received prior to the Bid/Proposal/Qualification deadline. A Bidder/Proposer/Respondent representative making a modification in person shall have proper identification and shall initial the change. The Bidder/Proposer/Respondent representative shall sign a receipt for the withdrawal of a Bid/Proposal/Qualification. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal/Qualification modification or withdrawal. It is the Bidder/Proposer/Respondent's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal/Qualification 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 sealed bid/proposal/qualification is opened.

1. Late Bids/Proposals/Qualifications

It is the responsibility of the Bidder/Proposer/Respondent to deliver their Bid/Proposal/Qualification or 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 bids/proposals/qualifications will not be considered or returned.

2. Qualifications of Bidder/Proposer/Respondent

In evaluating Bid/Proposal/Qualifications, the County will consider whether or not the Bid/Proposal/Qualification complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal/Qualification form or prior to the Notice of Award. The County will consider the qualifications of Bidder/Proposer/Respondent and may consider the qualifications and experience of Subcontractors, Supplies, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidder/Proposer/Respondent, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the Bidder/Proposer/Respondent to perform the work and the Bidder/Proposer/Respondent shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal/Qualification if the evidence submitted by the investigation of such Bidder/Proposer/Respondent fails to satisfy the County that such Bidder/Proposer/Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

3. Subcontracts

The Bidder/Proposer/Respondent 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.

4. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal/Qualifications, require that all decisions made as to matters concerning this Bid/Proposal/Qualification be made on an individual firm basis. By signing this Bid/Proposal/Qualification, the Bidder/Proposer/Respondent 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 Bid/Proposal/Qualification. Any concerted activity with respect to this Bid/Proposal/Qualification will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

5. Compliance with Applicable Laws

The Bidder/Proposer/Respondent 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.

6. Bid/Proposal/Qualification Acceptance

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

7. Acceptance of Bid/Proposal/Qualification Content

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

8. Notification to County

If no Bid/Proposal/Qualification is to be submitted in response to this Bid/Proposal/Qualification, 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 Bidder/Proposer/Qualification list for future solicitations.

9. Standard Contract

The County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals/Qualifications submitted in response to the Request for Bid/Proposal/Qualification.

10. News Releases

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

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, the 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 and/or proposer 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.

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 and/or proposer 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 and/or proposer, or in the event of breach of any of the terms hereof including the warranties of the seller and/or proposer, 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 The 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.

20. Termination without Cause

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

Intent:

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

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.

Contractor 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 jessi.soileau@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:

Company’s Name and Address
Request for Proposal Title and Proposal Due Date and Time

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 Contractor References

The contractor must be able to provide a list of five (5) references, including the name, complete address, contact person, phone number, and length of time services have been provided for other local government offices or organizations for which you provided said collection services.

Name: _____
Complete Address: _____
Contact Person: _____
Phone Number: _____ Time of Provided Service: _____

Name: _____
Complete Address: _____
Contact Person: _____
Phone Number: _____ Time of Provided Service: _____

Name: _____
Complete Address: _____
Contact Person: _____
Phone Number: _____ Time of Provided Service: _____

Name: _____
Complete Address: _____
Contact Person: _____
Phone Number: _____ Time of Provided Service: _____

Name: _____
Complete Address: _____
Contact Person: _____
Phone Number: _____ Time of Provided Service: _____

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 contractor 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 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 shall regularly contact the Circuit Court Clerk or authorized designee at (423) 442-2396 or via email to marth.cook@monroetn.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 collections.
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 collections.
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. Monroe County intends, subject to approval by the legislative body, to enter into a multi-year agreement with the successful proposer. The contract period shall be for one (1) year commencing December 1, 2018 through November 30, 2019. The contract may be renewed annually for up to three (3) additional years, if agreeable to both parties and reduced to written form.

3.02 Accounting, Remittances, and Payments

1. 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.
2. The contractor's accounting control and records of reported collection services shall be used as the basis to verify charges payable to the contractor.

3. 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.
4. 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.
5. 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, he remittance and reporting period shall be as directed by the County and maybe 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 contact, litigation, etc.)
 - b. Method of documenting collection attempts and 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 ranges 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. Omissions, 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.

LITIGATIONS (This section must be completed)

The prospective Collection Agency contractor shall identify by name, docket number, and Court, all litigations to which the prospective Collection Agency contractor and/or contractor's firm has been a party from January 2005 to present.

NO _____
YES _____

Name of Case (include case or docket number): _____

Court in which case is filed: _____

Description of claims that are subject to any litigations: _____

Decision/Verdict of case if concluded: _____

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 cost incurred in the collection of said accounts 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 for 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 terminate the contract, prior to the end of the contract period without penalty, with a ninety (90) day written notice to the vendor.

**Monroe County Purchasing Department
Insurance Checklist**

Contractor understands and agrees to confirm to these insurance requirements if given notice of intent to award this contract. The successful contractor 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 contractor or any employee or subcontractor of contractor.

	Coverage Required	Minimum Limits Required
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.	Errors and Omissions	\$1,000,000 per occurrence \$2,000,000 annual aggregate
4.	Contractor’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.	
5.	Cancellation clause on any insurance certificates MUST be amended to read, “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.”	

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

If you receive a copy of this RFP, please send a notice to jessi.soileau@monroetn.com. In the event that an addendum is sent out, this will assure you receive a copy.

- Must be submitted in response:
- One original and two copies of RFP
 - Litigations
 - References
 - W-9

VENDOR INFORMATION

Please print or type clearly. Complete each section entirely and verify for accuracy.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Remit To Address (if different from above):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Number of years in business:		
Business License Number:	State:	

BIDDER INFORMATION:

Name of Bidder/Proposer: _____

(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious bidder/proposer we will comply with all the stipulations included in this package.

The above named bidder/proposer affirms and declares:

1. That the bidder/proposer is of lawful age and that no other person, firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder/proposer is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER/PROPOSER: _____

BY: _____

(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

PHONE NUMBER OF SIGNER: _____

ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR BID RESPONSE