



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Qualifications

Shelby County Government Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: September 20, 2012

Due: October 12, 2012 no later than 4:00 P.M. (Central Standard Time)

RFQ #13-009-13

**Collection Agency Services
(Shelby County Court Clerk's Offices)**

Shelby County Government, an Equal Opportunity Employer, (the "County") seeks to retain the services from a qualified company to provide Professional Collection Agency Service for Shelby County, Tennessee.

A. PROJECT DESCRIPTION

1. Contractor services include, but may not be limited to the following:
 - Meet periodically with the appropriate Court Clerk's office staff to discuss the following:
 - a. Recommendations on how the Court Clerk's office can reduce future bad debt.
 - b. The Court Clerk's office may provide overall guidance on the conduct of the collection Services, as it will reflect on the County's policies and reputation.
 - Provide acknowledgement to the appropriate Court Clerk's office of all accounts submitted for collection, placed in docket number order. The Service Provider shall also provide, upon request, an alphabetical listing of accounts referred for collection. **Note: The Provider shall have no right to refuse any account referred by the Court Clerk's office for collection.**
 - Make contacts with delinquent accounts under the name of the Service Provider and employ courteous business procedures to the end of maintaining the Court Clerk's goodwill.
 - Implement collection procedures to achieve maximum recovery of debts, as follows:
 - a. Reasonable number of telephone calls.
 - b. No fewer than five (5) mail efforts.
 - c. Skip-tracing procedures, as required
 - d. Attempt asset locations in order to satisfy judgments.
 - Establish monthly payment plans, when necessary. Approval must be obtained from the appropriate Court Clerk's office for any payment plan extending beyond one year from the date of initiation of the payment plan.
 - Obtain prior approval of the appropriate Court Clerk's office of any agreement, compromise, or settlement of principal or charges of an account offered by a debtor. **Note: The Provider would be entitled to a fee based on the amount of the compromise rather than the amount originally referred.**
 - Obtain prior approval of the wording on any bill, statement, or written communication utilized in the collection process from the appropriate Court Clerk's office.
 - Issue garnishment and/or levy through the appropriate Court Clerk's office in the event the Provider is unable to obtain payment of an account by persuasive methods and deems sufficient data is available on the account to indicate that collection is possible, by the issuance of a garnishment and/or levy.

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

2. Reporting and other Requirements

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

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

Note: These reports are not required for the Criminal Court Clerk's office.

- Provide to the appropriate Court Clerk's office, on or before the 15th of each month, a report indicating the collection status of each account, listed by docket number, as of the end of the last month.
- Report a debtor's account to a national credit bureau affecting the debtor's credit rating, if requested to do so by the appropriate Court Clerk's office.
 - a. The account will be placed with a credit bureau within ten (10) days of the Court Clerk's office request.
 - b. The Court Clerk's office will make the necessary corrections when an account is reported in error.
 - c. The Court Clerk will be responsible to notify the credit bureau of payment on an account closed by the Provider.

Note: This reporting is not required for the Criminal Court Clerk's office.

- Provide updates to the appropriate Court Clerk's office on changes in state and federal laws related to credit and collections.

3. Electronic Data

- Data Import/Export (if available):
 - a. Importing data from the collection agency would replace manual account records received from them.

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

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

The County desires clinical excellence, superb response performance, cost containment, and a professional and courteous image.

B. PROPOSAL SUBMISSION

Interested companies should submit a Letter of Interest and Statement of Qualifications including, but not limited to, the following:

- Company name, address, and telephone number.
- Point of contact: name and telephone number.
- List of key personnel and experience.
- List and describe collection services that the company and/or key personnel have provided or have been in reasonable charge of relating to collection services.
- All companies must possess a professional license to perform collection services within the State of Tennessee.
- Provide audited financial statements for the last three (3) complete years. In the event audited statements are not available, then provide proof of financial stability satisfactory to Shelby County
- Provide current financial institution data and contact information.
- Provide list of current clients with contact information.
- Statement of ability to begin contract performance with a Notice to Proceed letter.

Note: Shelby County, upon receipt and evaluation of the qualifications, may elect to solicit proposals from the qualified vendors only or enter into negotiations with vendors that have been clearly identified as the most qualified vendor (s) to provide the service. Stated service fee shall be 25% or less.

C. CORRESPONDENCE

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

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

Respondents requesting additional information or clarification are to contact Ms. Debbie Cairncross in writing at deborah.cairncross@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFQ to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be October 5, 2012 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

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

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

D. LIVING WAGE ORDINANCE

Living Wage - In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance. Any Locally Owned Small Business (LOSB), as defined by the LOSB Ordinance of Shelby County, Tennessee, with ten (10) employees or less shall be exempt.

E. Non-discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

F. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

G. PROPOSAL SUBMISSION DEADLINE

The proposal, as submitted, should include all qualifications related to the services requested in this RFQ. All proposals must be received at the address listed above no later than **October 12, 2012 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstance.

The package containing an original (clearly identified as original) and twelve (12) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, COLLECTION SERVICES AGENCY, RFQ #13-009-13" noted on the outside.

Sincerely,

Debbie Cairncross, Buyer
Shelby County Government
Purchasing Department