

Request for Proposal (RFP)

Collection / Debtor Agency

August 21, 2015

Orange County Clerk of Courts

425 North Orange Ave, Suite 260

Orlando, FL 32801



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1 Confidentiality Statement

The Orange County Clerk of Courts, being a government entity doing business within the State of Florida, is obligated under the "Sunshine Laws" to provide any information other than that deemed "non-public" under the same Laws to any individual making a public records request for such information.

Selected vendor(s) and all sub-contractors of selected vendor(s) shall be required to sign a standard non-disclosure agreement addressing information/content deemed "non-public" if there is not already one on file. All agreements/contracts entered into with Orange County Clerk of Courts shall contain a Florida Public Records compliance paragraph.

2 Submission Details

2.1.1 Submission Deadlines

All submissions for responding to this request must be submitted electronically to our office, as stated below, no later than:

September 11, 2015 5:00 PM ET

2.1.2 Submission Questions and Clarifications

You may contact the following person if you have any questions or require clarification on any topics covered in this Request for Proposal (RFP). Written questions are due by **August 28, 2015**.

Damaris Nazario, Purchasing Specialist
Orange County Clerk of Courts
Financial Services Division
425 North Orange Ave, Suite 260 Orlando, FL 32801
Voice: 407-836-2214
Email: Damaris.Nazario@myorangeclerk.com

2.2 Electronic Submissions

Electronic submission in response to this Request for Proposal is the preferred method and shall be accepted only if it meets the following criteria:

Sent via email to: Damaris.Nazario@myorangeclerk.com

Document standards:

- RFP response and additional information beyond the business and technical requirements, including but not limited to general vendor requirement responses, may be submitted in Microsoft Word format or Adobe Acrobat format, file name should end in ".doc" or ".pdf"; .zip files are also acceptable.
- We prefer responses to the Orange County Clerk of Courts be limited to less than 15 MB.

Orange County Clerk of Courts shall confirm receipt of your proposal.

OCCC may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the proposals received as a result of this RFP. OCCC also reserves the right to request clarification of information from any Proposer.

3 Introduction and Executive Summary

The Orange County Clerk of Courts (“hereafter referred to as OCCC”) is seeking proposals from collection firms with experience in public debt collection willing to undertake the collection of delinquent accounts. OCCC intends to distribute debt to the collection agencies selected. OCCC expects to select two agencies but reserves the right to select more or less. The collection items may include, but are not limited to:

- Criminal fines and court costs
- Juvenile fines and court costs
- Traffic fines and court costs
- Civil filing and service fees

OCCC typically turns over accounts for collection after delinquent for a period of ninety (90) days pursuant to Section 938.35, Florida Statutes. These items and other collection efforts as required would be turned over to the awarded vendor(s) up to 90 days prior to the expiration of the then current term of any contract awarded hereunder.

Vendors must be licensed to do business in its area of expertise in the State of Florida. Each vendor shall submit with its proposal a copy of such required licenses and shall maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract. Each vendor shall maintain the appropriate insurance(s) required to perform the respective operation(s) and activities proposed as required by State Statutes and regulations. Each vendor shall have a minimum of one million dollars (\$1,000,000) in professional liability coverage with OCCC named as an additional insured.

4 Business Overview & Background

OCCC is a constitutional office that serves the citizens of Orange County, Florida and has approximately 460 employees. Our main work site is Orange County Courthouse with 84% of the population at this location and the remaining workforce at seven outlying locations and branch offices, all within the boundaries of Orange County, Florida.

The Mission of OCCC is to manage information of the justice system and provide other public services for the global community in an efficient and effective manner. OCCC pursues excellence through efficiency and effectiveness.

5 Detailed Specifications

5.1 Scope of Work

The awarded vendor(s) must be prepared to devote substantial personnel time and resources to this undertaking to assure a major, aggressive effort is made to collect the delinquent accounts without undue delay and to report promptly, completely and accurately all collection activities. OCCC proposes to enter into a one (1) year contract with an option to renew up to five (5) additional one (1) year periods with vendor(s) to undertake aggressive efforts to collect debts as described here-in. OCCC may renew or not renew vendor(s) on an individual vendor basis. Any agreement entered into as a result of this RFP is non-exclusive. The services to be performed shall include the following:

1. The vendor shall undertake collection of delinquent accounts as described in this RFP and that are referred to the Vendor(s) no less than ninety (90) days after becoming delinquent.
2. The vendor must have the ability and resources for collecting in the State of Florida as well as out-of-state collections.
3. Perform collection activities including, but not limited to, formally demanding payment of each collection item and/or seeking an arrangement satisfactory to OCCC under which the collection item shall be paid.
4. The vendor shall have the ability to accept and update daily adjustments to amounts and/or due dates.
5. The vendor shall have the ability to accept and update daily recall requests.
6. The vendor shall have the ability to accept a previously recalled record back as an active account.
7. Collection shall be subject to all applicable federal, state, and local laws, rules, and regulations.
8. The vendor shall provide electronic and prompt remittance of collections and all collection substantiating documentation as described throughout this RFP to OCCC.
9. The vendor shall maintain appropriate records, including financial records that can be audited.
10. The vendor shall provide internet access to real-time account status by multiple OCCC staff simultaneously.
11. The vendor shall provide public internet and telephonic access to real-time account status and to make payments by customers.
12. The vendor shall provide an up-to-date summary of terms or abbreviations used on the vendor's application to enable OCCC to decipher activity on accounts.
13. The vendor shall provide periodic performance and management reports detailing individual account information in accordance with this RFP.
14. The vendor shall not litigate or compromise any undisputed bill for less than its full value without prior approval from OCCC.
15. The vendor shall submit any disputed amount to OCCC for review and research before continuing with the collection process.
16. The vendor shall refer any debt it deems to be collectible through litigation to OCCC for authorization to pursue further collection efforts.
17. The vendor shall provide a daily ACH deposit to OCCC's bank account no later than the next business day for activity posted the prior day.

18. The vendor shall provide a data file electronically to OCCC, in a mutually agreed upon format, on a daily basis for activity posted the prior day. The vendor shall accept a data file electronically from OCCC, in a mutually agreed upon format, of cases being assigned to them on a daily basis.
19. The vendor shall assume financial responsibility for all payments it accepts.
20. The vendor shall have a re-licensing program for customers to reinstate their driver's license if they are maintaining a regular payment schedule.
21. The vendor shall have two to three employees onsite at the OCCC main courthouse at all times during OCCC normal business hours until all vendor customers waiting have been served.
22. The vendor shall staff according to OCCC business hours and holiday schedule.
23. The vendor's onsite employees shall update Odyssey and the State of Florida's DHSMV website within one business day of a payment being made.
24. Vendor will participate in statewide or local initiatives regarding cases it is managing. This may include, but is not limited to, amnesty days and swapping cases with no payment activity between other OCCC collection agencies.

5.2 Reports

OCCC shall review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the vendor for collection of past due accounts. Notices shall not indicate that a license suspension may occur unless the debt is a criminal or traffic debt. Additionally, notices shall not make references to warrants.

The vendor(s) shall provide the following files and/or reports, in a mutually agreed upon format, electronically to OCCC for each account assigned to the vendor:

1. Acknowledgement File – Number of accounts and dollar amount received from OCCC upon receipt of electronic file: **Daily**
2. Collection Report – Number of accounts/Listing of accounts and amount remitted, and date of collection to onsite agency clerks to verify all cases have been posted correctly, to update case status in Odyssey, and to update DHSMV records. **Daily**
3. Cancel and Return Report Inventory Listing: **Daily**
4. Inventory Listing: **Monthly**

Other reports that may directly relate to the scope of services or other such reports mutually agreed upon may be requested as needed.

The vendor shall collect a uniform percentage-based fee for all accounts which the vendor collects on. The vendor shall retain a pro-rated collection fee which will add up to the appropriate total at the end of the collection plan and remit the remainder collected to OCCC.

The vendor shall describe forms of payment allowed for payment by debtors. The vendor must not charge an extra fee for payments remitted by credit card, check, by phone, or other electronic payment option.

The vendor shall be responsible for any insufficient funds accepted by the vendor.

5.3 Requirements

1. Staffing and Facilities
 - a. The vendor shall have sufficient personnel available to proceed promptly and simultaneously for the collection of all collection items.
 - b. This includes simultaneously staffing two to three full-time agents during OCCC business hours.
 - c. At least one agent must be present and serve customers during all OCCC hours of operation.
 - d. The vendor is required to continue to serve customers in the afternoon as long as customers are waiting to be assisted who were in the lobby before the office is closed.
 - e. The vendor shall provide parking for its staff.
2. Personnel
 - a. All personnel devoted to this collection effort shall be competent, qualified, and experienced to assure an aggressive, vigorous collection effort with a substantial likelihood of success.
 - b. Onsite personnel shall adhere to OCCC dress code and OCCC code of conduct policy. NO exceptions.
3. Vendor shall provide its own office supplies, including printer paper.
4. Vendor shall maintain its own bank agreement and armored services agreement. Should the Collection Agency utilize the same vendor as OCCC and deliver their deposits to a centralized location within the Downtown Courthouse daily, both deposits may be picked up at one location. OCCC shall provide a safe within close proximity to vendor work area to secure vendor deposits until delivered by collection agency to centralized location for pick up by armored car company. Access to the safe is by electronic lock. OCCC shall not have access to the safe. The vendor must have sufficient financial capacity, working capital, and other financial resources to perform the contract.
5. During the term of the contract, the vendor shall provide, pay for, and maintain with companies satisfactory to OCCC, insurance as described in this RFP. Proof of registration required of a consumer and commercial collection vendor to do business in the State of Florida shall be required with the submission of this proposal.
6. The vendor shall have sufficient information technology capabilities to provide OCCC with detailed and timely files and/or reports indicating collection efforts and monies recovered. Files and/or reports shall be provided pursuant to Section 5.2 and upon request.
7. The vendor must be licensed to do business in its area of expertise in the State of Florida. The vendor shall submit with its proposal a copy of such required licenses and shall maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

5.4 Vendor Profile

An executive summary highlighting the qualifications of vendor firm must be submitted. The summary should include a named officer of the company who shall be the single point of contact for OCCC to address questions or issues relating to the performance of the contract. This should be limited to three (3) pages. Also, a short corporate history of the company shall be submitted limited to two (2) pages. Up to two pages summarizing the vendor's technical resources shall also be included. Responses more

than the seven pages total may be considered non-compliant or the extra pages ignored by the evaluators.

List the name, business address, and telephone number of the individual that shall act as the program manager for this contract.

Experience of the firm and staff with municipal and local government debt collection issues.

- Experience in public debt collection within the State of Florida
- Knowledge of federal, state, and local laws, rules, and regulations

Technical resources available to the vendor in the pursuit of the collection of accounts.

5.5 References

Submittal must include at least three references for related projects or services of similar magnitude, including individual contact name, name of the company, phone number and date of engagement with the client. OCCC may contact the references prior to awarding the contract.

5.6 Additional Specifications

The following are additional specifications for services related to the collection agency vendor(s):

1. All vendor personnel entering secured areas shall submit to and are required to pass an Orange County Sheriff's Office criminal background check prior to reporting to any OCCC occupied facility.
2. All data and images stored within/by/or made a part of relating to the OCCC remains the property of OCCC in perpetuity.
3. Chosen vendor shall not use or share OCCC data for anything other than providing the services being solicited in this RFP.
4. Chosen vendor shall not use the OCCC name for future marketing or sales of chosen vendor's products and/or services without prior written approval from OCCC.
5. The vendor should provide, if applicable, information on certifications such as Minority and Women Business Enterprise, Better Business Bureau standing etc.
6. The vendor shall provide information regarding any pending or previous litigation against the company and/or any of its officers within the last ten years related to the services/products being requested regardless of outcome.

6 Licenses, Certificates, and Insurances

Prior to the time vendor is entitled to commence any part of the project, work, or services under this contract, vendor shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to OCCC of (1) certificate of insurance executed by the insurers listing coverage and limits, expiration dates, and terms of policies and all endorsements

whether or not required by OCCC, and listing all carriers issuing said policies; and (2) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Professional Liability Insurance (including Errors and Omissions) with minimum limits of one million dollars (\$1,000,000) per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage". Vendor shall submit annually to OCCC a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
2. Comprehensive Insurance covering employee dishonesty and theft, disappearance and destruction of money and securities with minimum limits of two hundred fifty thousand dollars (\$250,000) per occurrence.

Each insurance policy shall include the following conditions by endorsement to the policy:

- Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to OCCC via email to Damaris.Nazario@myorangeclerk.com. Vendor shall also notify OCCC, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said vendor from its insurer; and nothing contained herein shall absolve vendor of this requirement to provide notice.
- Companies issuing the insurance policy, or policies, shall have no recourse against OCCC for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of vendor.
- The term "Clerk" shall include all authorities, divisions, departments, and offices of OCCC and individual members, employees thereof in their official capacities, and/or while acting on behalf of OCCC.
- The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by OCCC to any such future coverage.
- Vendor hereby waives subrogation rights for loss or damage against OCCC.
- The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract.

7 Additional Submission Requirements

7.1 Work Plan

A work plan must be submitted, detailing your specific plans for effective collection of the items described limited to ten (10) pages. Responses more than ten pages may be considered non-compliant or the extra pages ignored by the evaluators. The work plan should include:

1. Identification of the key elements of the plan
2. Identification of the services provided under the plan
3. A discussion of the type of auditable financial records that shall be maintained.
4. A discussion of the remittance procedure required in requirements.

5. Explanation of your firm's technical resources and ability to provide information from the Florida Secretary of State, Department of Motor Vehicles, Division of Driver's Licenses, and all other sources of information. Also provide information on technical resources which would allow OCCC to provide automated transmittal information to the vendor and for OCCC to receive payment transmittal information.
6. Describe any electronic communication capabilities, including receipt of payments from delinquent accounts via the Internet. Describe method of transfer of collections to OCCC.

The vendor(s) shall include in its proposal a provision substantially as follows:

Vendor shall use its best efforts to collect each collection item. In the event Vendor is unable to collect any collection item referred to it within one hundred eighty (180) days after referral, Vendor shall notify OCCC thereof in writing as part of the monthly inventory listing report and in such notice explain in detail:

- The collection efforts undertaken, and
- What additional efforts, if any, should be made to effect collection, and
- Vendor's opinion as to the reasonable ability to collect the item, with reasons for such opinion.

The Clerk may in its discretion terminate collection efforts as to any collection item.

7.2 Sample Files and/or Reports

Provide sample files and/or reports to the Clerk as described. This section is limited to ten (10) pages. Responses more than ten pages may be considered non-compliant or the extra pages ignored by the evaluators.

7.3 Index

Provide an index between RFP requirements and page(s) in the proposal. Indicate where proposal requirements are addressed or satisfied accordingly in the Vendor proposal.

8 Right to Audit Records and Custody of Public Records

In the performance of this Agreement, the vendor shall keep and maintain books, records, and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. The vendor is required to comply with Section 119.0701, F.S. (2014) without limitation and is considered a custodian of public records with regard to any and all records relative to this contract. All documents, papers, books, records, and accounts made or received by the vendor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office or the public and shall be retained by the vendor for a period of three (3) years after termination of this Agreement, unless such records are exempt from Art. I, § 24(a), Fla. Const. and Section 119.071, F.S. (2014). At the termination of this Agreement in any fashion, the vendor shall arrange, at no cost to OCCC, the transfer of all public records to OCCC. Records stored in an electronic format shall be provided in a format compatible with OCCC's information systems.

9 Orange County Clerk of Courts Responsibilities

The OCCC shall provide the following in support of the project to the vendor(s) awarded the contract:

1. Location for vendor to work
 - a. Includes counter and window access located in room 410 of main courthouse
2. Access to in-house project contact persons
3. Computer, software, and accessories
 - a. Desktop, keyboard, mouse
 - b. Printer/Copier
 - c. Odyssey Software
 - d. Internet access
4. Ability to securely store funds/monies in safe
5. If Collection Agency utilizes same Armed Security services vendor as OCCC, OCCC will provide a centralized location for pick up and deliver daily receipts to financial institution
6. Copy of OCCC dress code and code of conduct policies, and holiday schedule

10 Terms and Conditions

Timetable for the response to the Request for Proposal

August 21, 2015 - RFP released to public vendors

August 28, 2015 - Written Questions Due

September 4, 2015 - Response to Vendor(s) Questions

September 11, 2015 - Response to RFP due by 5:00 PM ET

October 2, 2015 - Vendors notified

October 2015 - Contract negotiated and executed by both vendor and OCCC

This RFP is an invitation by OCCC for potential vendors to submit a proposal, which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with OCCC. OCCC reserves the right to reject any or all proposals and further declares that it shall incur no financial obligations for any costs by any company in preparation of their proposal.

10.1 Cost and Fee Arrangement

Fees shall be as percentages of gross collections of outstanding amounts due and shall be fixed at a rate to not exceed 25%.

Fees shall be charged only as a percentage of the gross amount of collection items actually collected. Such fees shall be paid only with respect to the amounts of collections actually remitted to the Clerk. OCCC will not award a fixed fee account.

The full or partial payment amount of the delinquent account shall be remitted to OCCC upon collection. OCCC shall not be responsible for fees for items returned for non-sufficient funds.

10.2 Remittance Procedures

Each proposal should provide a remittance procedure as follows: As full or partial payment of collection items are collected by the awarded vendor(s), they shall be remitted to the Clerk daily. Each proposal should state how contingent fees will be paid. Each remittance shall be accompanied by a dated report which, as to each collection item included in the remittance, shall state the name of the debtor, amount collected, amount remitted, unpaid balance of the collection item, and case or other identifying number or information.

10.3 Termination Clause

OCCC shall have the right to terminate the Contract at any time, upon 30 days written notice to the service provider, whenever OCCC determines that the performance of the vendor is unsatisfactory, whenever the funds are not appropriated by OCCC to pay for such services, or for cause of the convenience of OCCC.

Vendor may terminate contract upon 30 days written notice to OCCC. Such termination would require Vendor to cease collection efforts of accounts received from OCCC and all accounts will be recalled by OCCC.

11 Selection Criteria

To be considered, a vendor must be an established vendor of requested services. Members of OCCC's selection team shall evaluate each submitted proposal to recommend a contract with two firms to the Clerk of Court or designee for final approval.

All proposals submitted shall be evaluated using the following criteria at a minimum:

1. Compliance with the RFP.
2. Work plan, sample files and/or reports, index.
3. References
4. Cost – Contingent fee does not exceed 25%