

**BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO PROPOSERS No. C11504-P**

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Proposals will be accepted on **Thursday, August 6, @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington to contract with an individual who shall perform:

**Professional Debt Collection Services for County Courts, Probation Services,
and Contracted Municipal Courts**

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFP C11504-P Debt Collection Services for Courts and Probation Services
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00 a.m. on Thursday, August 6, 2015 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.
- (5) Yakima County reserves the right to reject any and all BIDs. Yakima County hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, honorably discharged veteran or military status, pregnancy, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Specifications may be seen at the office of the Purchasing Manager, County of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA. Specifications may be obtained online at www.yakimawa.gov/services/purchasing Click on Bid Openings.

<i>The Board and Yakima County District Court reserves the right to reject any and all proposals, or parts thereof.</i>

DONE this 13th day of July 2015.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: July 13, 2015

**YAKIMA COUNTY REQUEST FOR PROPOSAL # C11504-P
COVER SHEET**



THIS IS NOT AN ORDER

RFP Release Date: July 13, 2015

Proposal Receipt: Proposal envelope must be sealed and plainly marked with due date, time, and Request for Proposal (RFP) Number C11504-P, and the words "DO NOT OPEN" and delivered to the address listed below. **Late proposals will be rejected.** Proposals MUST be date and time stamped on or before the date and time listed below that the proposal is due. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted. **Deliver to:**

**Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, WA 98901**

Do not bring your proposal in to the opening room. Proposal must be received and date stamped by the Clerk's Office

Proposals Must be in the office no later than
August 6, 2015 at 11:00:00 AM PST

Public Opening

PROPOSER'S Name & Address (to be filled out by proposer):

Purchasing For:

Yakima County District Court
128 N 2nd Street, Room 225
Yakima, WA 98901

Buyer in charge of this procurement (Contact for further information):

Colleen Bailey, CPPO, Buyer II

Phone

(509) 576-6787

E-Mail Address

colleen.bailey@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

**Professional Debt Collection Services for County Courts, Probation
Services, and Contracted Municipal Courts**

Enter Prompt Payment Discount: _____%net_____days

We/I will implement project within _____days after contract award.

I hereby acknowledge receiving **addendum(a)** _____, _____, _____, _____, _____, (use as many spaces as addenda received)

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer or competitor; that the above statements are accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the City of Yakima/Yakima County in this Request for Proposal and all terms of our proposal.

Company Name

Company Address

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Email Address

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I. DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

“Buyer” means the contact person listed on page 2 of this document.

“City” means the City of Yakima, Washington. Also referred to as **“Owner”**.

“Contract” means written agreement between the **“Owner”** and the **“Contractor”** (or **“Successful Proposer”**) that covers the delivery of work to be performed subsequent to this RFP.

“Contract Manager” means the individual in the City of Yakima/Yakima County Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

“Contractor” means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

“County” means Yakima County, Washington. Also referred to as **“Owner”**.

“Department” means the City of Yakima/Yakima County, Department/Division.

“Judicial” means the Yakima County Board of County Commissioners/County Courts.

“Owner” also referred to as City of Yakima/Yakima County.

“Project Manager” means the individual in City of Yakima/Yakima County Departments/Divisions and/or an assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

“Proposal” means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

“Proposer” means any individual, company, corporation, or other entity that responds to this RFP.

“RFP” means Request for Proposal.

“SOW” means Statement of Work.

“Subcontractor” means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

RFP # C11504-P

**Debt Collection Services for District Court, Probation Services,
and Contracted Municipal Courts**

II. GENERAL INFORMATION

A. Introduction

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for professional debt collection agency services under contract with Yakima County. Yakima County (referred to as “Owner” throughout this document), Yakima County District Court/Probation Services and Contracted Municipal Courts as represented by City/County Purchasing, intends to use the results of this solicitation to award a contract for such services.

B. Scope and Objectives

The Yakima County District Court/Probation Services and Contracted Municipal Courts is requesting Professional Debt Collection Services to facilitate payments on delinquent accounts owed to the Courts/Probation Services from the debtors.

The current number of cases and associated dollars through June 30, 2015 are as follows:

Yakima County District Court:	42,567	\$ 25,279,517.98
Union Gap Municipal Court:	10,245	\$ 8,022,227.76
Grandview Municipal Court:	652	\$ 551,837.35
Toppenish Municipal Court:	17	\$ 17,689.35
Sunnyside District Court:	5	\$ 5,012.54
Yakima County District Court Probation:	<u>11,221</u>	<u>\$ 15,187,035.67</u>
Total:	111,905	\$49,063,320.65

There were also 2,237 judgments that are included in the above numbers that will not be included in the pass through from the current contractor.

C. Background and Current Operations

ABOUT THE COUNTY

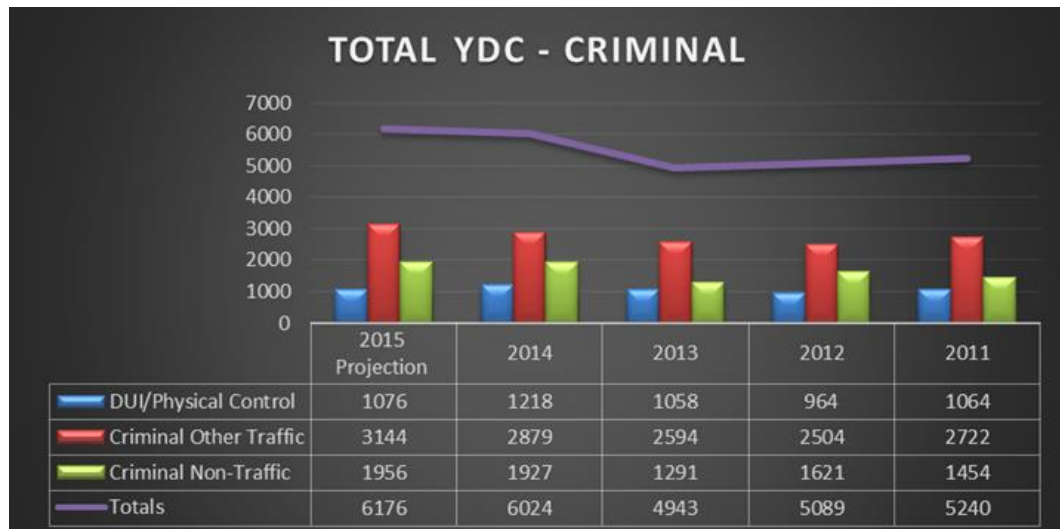
Yakima County is located in South Central Washington State. It is bounded to the north by Kittitas County, to the south by Klickitat County, on the west by Thurston, Lewis and Skamania Counties and the east by Benton and Grant Counties. The geography varies from densely timbered, mountainous terrain at the crest of the Cascade Mountain Range in the west to rolling foothills, broad valleys, and arid sagebrush covered regions to the east to fertile valleys in the central and southern parts of the County that has made agriculture the staple of the

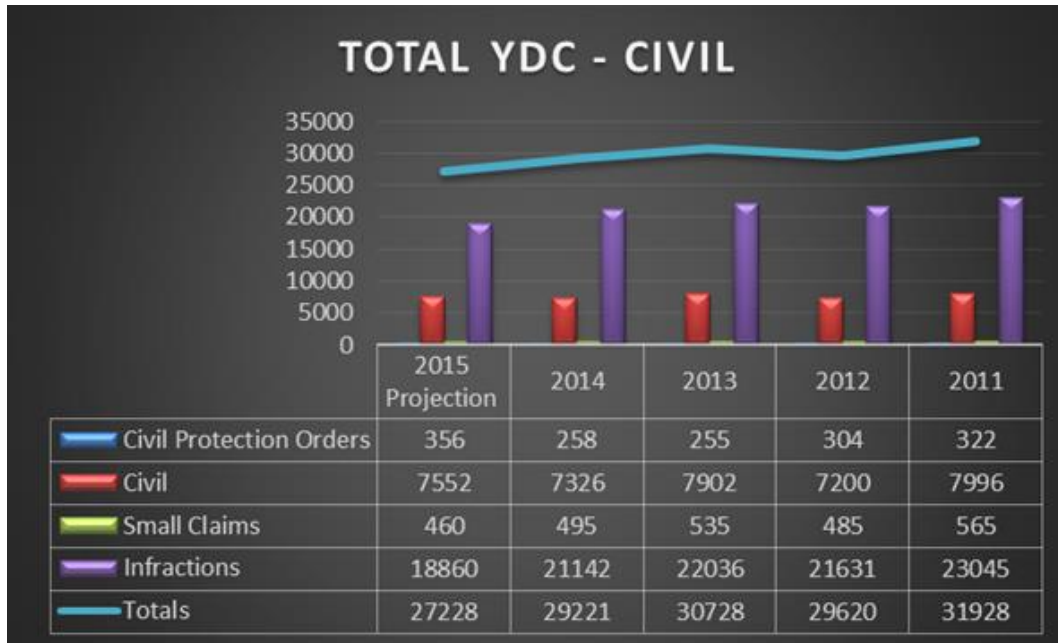
economy over the last 100 years. The highest point in the county is Mount Adams at 12,277 feet (3,742 meters) above sea level.

Yakima County is 4,296 square miles, or approximately 2.75 million acres, making it the second largest county in Washington. Three entities own over 1.7 million of the total acres of Yakima County. The City of Yakima, the ninth largest city in the state, contains over 35% of the population (93,101). 90% of the state’s population is within a 3-hour drive from Yakima.

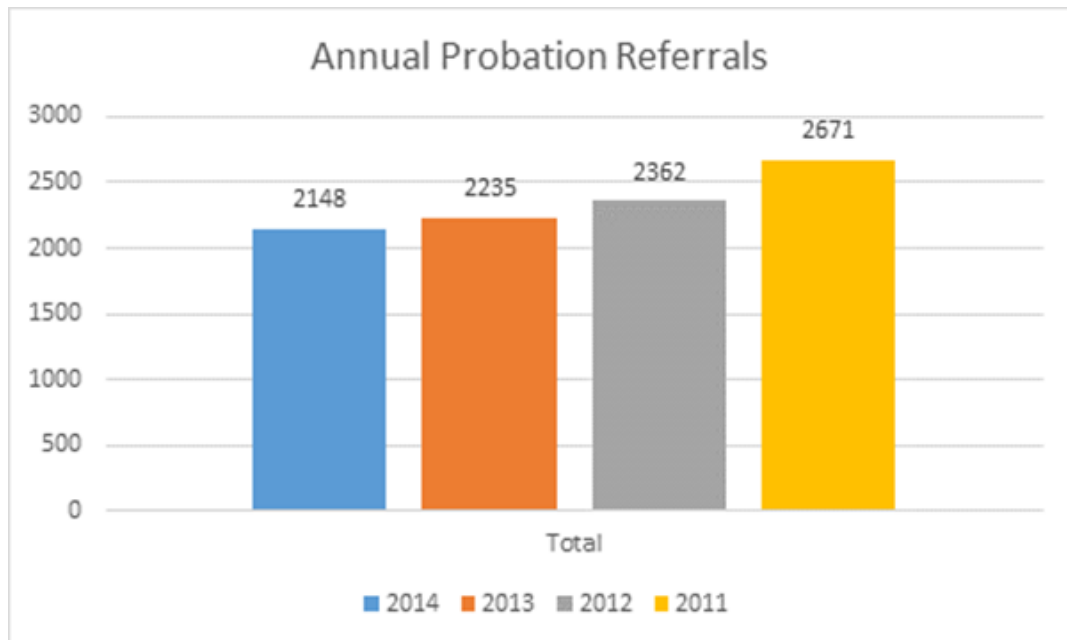
CURRENT OPERATIONS

Yakima County District Court encompasses both the District Court Clerk’s Office as well as District Court Probation Services. Additionally, we provide contract court services for the City of Union Gap and the City of Grandview. Below is a graph that depicts the filings over a 4 year time span for the various case types that we handle.





The graph below represents the number of probation referrals that are received from the various courts we provide services to from all over the Yakima valley.



D. Contracting Agency and Point of Contact

This RFP is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this

RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

E. Clarifications and/or Revisions to Specification and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concern and request modification or clarification of the RFP document.

Any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and sent directly to interested parties who have registered for updates to this RFP.

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

F. News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.

G. Proposer Conference and Site Visit

A proposer conference will not be conducted.

H. Examining Documents & Facilities

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all facilities and all relevant documents and acknowledged all requirements contained herein before proposing.

I. Calendar of Events

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

DATE	EVENT
July 13, 2015	RFP Issuance
July 28, 2015	Due date for written questions
July 31, 2015	Addenda -Written answers provided (target)
August 6, 2015 at 11:00:00 AM PST	Proposals Due

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

J. Contract Term

See Section 5 of Contract.

K. Incurring Costs

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

L. No Obligation to Contract

This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

M. Retention of Rights

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests.

All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

III. PREPARING AND SUBMITTING A PROPOSAL

A. General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

B. Submitting a Proposal

Proposers shall submit one original (so marked) and three (3) paper copies, along with one (1) electronic version of all files via USB drive or CD. Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and marked "confidential". All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be sent to the address listed on page 2 of this RFP.

Proposals shall be received no later than the date and time listed on Page 2 of this RFP. Late proposals will not be accepted or evaluated and will be returned to the proposer, unopened, unless it can be proven the proposal was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over the other Proposers.

All Proposals shall list the information on the outside of the package as specified on Page 2 of this RFP.

C. Organization and Format of Required Proposal Elements

Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading should be separated by tabs or otherwise clearly marked.

Tab 1 - Table of Contents

Provide a table of contents for the Proposal.

Tab 2 - RFP Cover Sheet

Complete and sign the Cover Sheet, which is page 2 of this RFP solicitation.

Tab 3 - Transmittal Letter

The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- 1) Name and title of Proposer representative;
- 2) Name, physical and mailing address of company;
- 3) Telephone number, fax number, and email address;
- 4) RFP number and title;
- 5) Acknowledge any Addenda;
- 6) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 7) A statement acknowledging the Proposal conforms to all procurement rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
- 8) A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP,
- 9) A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;

Tab 4 - Response to Mandatory Requirements

Provide a point-by-point response to each requirement specified in Section V of this RFP. Responses that fail to meet the mandatory requirements shall be rejected. State whether if

you comply 100% with that particular specification, or indicate that you do not comply 100% and explain how your product/service deviates. Deviation on any item will not necessarily disallow proposal. The Owner shall be the sole judge as to whether a deviation/exception is acceptable, or not.

Tab 5- Response to General Requirements

Provide a point-by-point response to each requirement specified in Section VI of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 6 – Special Terms and Conditions and Sample Contract

The Sample Contract, General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer’s suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

Tab 7– Cost Proposal Information

Provide all cost information according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of all Optional Services and the price for each service. If service is not provided please state so.

Tab 8 – Required Forms

Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

D. Multiple Proposals

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on the outside of the envelope and on each page included in the response.

E. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw or supplement a proposal in writing at any time up to the proposal closing date and time if received by the Buyer listed on Page 2 of this document. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Buyer. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time.

IV. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

B. Proposer Presentations

Based on evaluation of the written proposals by the Evaluation Team on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals if requested by the Evaluation Team. The Evaluation Team will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

C. Evaluation Criteria

Yakima County will evaluate all proposals that were received. The County reserves the right to reject any and all proposals in whole or in part and to waive irregularities not affecting a substantial right. An evaluation committee will evaluate and rank each proposal based on the following criteria. Proposals shall be reviewed on the information received in the written response. The decision of the committee shall be final and conclusive.

The proposals will be scored using the following criteria:

1.1 Costs, including proposal amount, ongoing support, administrative, implementation and training costs. Cost of service; including fees charged to debtors.	20 points
1.2 References, demonstrations, documentation, working relations and dependability. The proven ability, stability, capacity, and skill of the Contractor to provide the service required for a multi-departmental government unit. Appropriate licensure by the State.	35 points
1.3 Training and implementation plan, technology and extra services. Simplicity and ease of adaptation with which the proposed debt collection procedures and practices meet with the specifications in this RFP. Access and use of technology systems to improve debt collection efforts and communication with the City of Yakima.	30 points
1.4 Responsiveness to the proposal. Completeness and thoroughness used to meet the specifications in this RFP	15 points
TOTAL	100 points

D. Proposal Scoring

A proposer may not contact any member of an Evaluation Team except at the Evaluation Team's direction.

Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed proposers, the Evaluation Team will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the general and technical requirements in the RFP.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that best meets the needs of the Owner, not necessarily the lowest cost Proposal.

E. Award / Best and Final Offers

The Purchasing Manager/Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Team's Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Team members, according to their score. The Evaluation Team shall then offer an "Intent to Negotiate and/or Intent to Award" the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

F. Offer in Effect for Ninety (90) Days

A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

G. Notification of Intent to Negotiate/Intent to Award

Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

H. Right to Reject Proposals and Negotiate Contract Terms

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

I. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Proposer is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's

Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Proposer:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Proposer via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Proposer received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. MANDATORY PROPOSAL REQUIREMENTS

The following requirements in Sections V.A-P are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement in Sections V.A – P must indicate that the Proposer either “does comply” with the requirement or “does not comply”. No

explanation is required, as non-compliance with any of the following requirements will result in proposal rejection and remove that Proposal from further consideration.

If you feel the Mandatory Proposal Requirements are proprietary, contact the Buyer listed on Page 2 to determine if requirements should be changed.

A. Mandatory Proposer Qualifications

1. Proposer must have at least five (5) years of experience in successful Debt Collection Services. Staff involved within the scope of this project must have at least two (2) years of experience in Debt Collection Services.

B. Mandatory Contract Performance Requirements

1. Contractor must provide two (2) full-time employees to be stationed at the Yakima County Courthouse. Employee would manage delinquent accounts, time-payment agreements, extensions, mail returns, community service, bankruptcy and adjudications.
2. Contractor must provide a computer and printer for the two (2) full-time employees.
3. Contractor will pay for rental fees for two work stations (space only).
4. Contractor would be set up to receive electronic transfer of referrals.

C. Debt Collection Efforts

1. The County is customer service oriented and firmly believes in a positive approach in dealing with debtors. The Contractor shall not use tactics that may be interpreted as harassment or as demeaning or that may reflect poorly on the County. The County requires the Contractor to exercise high ethical standards in their debt collection philosophy and techniques. The Contractor shall conduct its debt collection business in a professional manner, which will preserve the dignity of the County and its relationship with its citizens.
2. Contractor would encompass a local facility for walk-in payments and/or ability for clients to affirm and discuss accounts in person.
3. Contractor would provide a drop box for payments.
4. Contractor would provide nine (9) credit card machines, Verifone MX 915 or MX 925. If a different model is proposed it must be a PCI 3.0 certified card terminal.
5. Any phone solicitations to recover debt must be made between 8:00 am and 7:00 pm.
6. The Contractor shall meet with the County as requested.
7. Contractor would be set up to print, mail, and pay postage for time pay and collection notices.

D. Legal Requirements

1. The Contractor shall handle and process all accounts referred by the County, in strict conformity with all applicable Federal and Washington State laws, and any applicable laws the County may enact, including but not limited to:
2. Washington State laws enacted or hereinafter amended governing collection agencies and practices, including but not limited to, Revised Code of Washington Title 19.36 governing prohibited practices, and titles 3.02 relating to use of credit agencies by public entities.
3. Federal laws enacted or hereinafter amended governing collection agencies and practices, including but not limited to, the "Fair Debt Collection Practices Act" (15 USC 1692, et seq.), and all applicable laws and regulations of the United States Postal Service and the Federal Trade Commission.
4. Contractor and County will be required to meet and review customer account prior to Contractor scheduling for legal action.

E. Confidentiality

The contractor shall maintain confidentiality of all documents and information provided by the County, except as to disclosure required by State and Federal laws and regulations. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County's Legal Department, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

F. Records

1. **Ownership of Items Produced:**
The Contractor must maintain a complete, separate and detailed record of each account (using the County's account, citation, or case number), including all debt collection actions taken for related transactions and communications, for a period of no less than six (6) years after termination of the debt collection action or each account. The Contractor shall grant the County access to these records for inspection purposes during reasonable business hours for six (6) years after termination of the debt collection contract.
2. The Contractor shall employ a Certified Public Accounting firm to perform an annual financial audit of the Contractor. A copy of the audit report and any management letters or auditor's comments relevant to the Contractor's fiscal/management practices affecting or having the potential to affect the performance of services described in this RFP and resulting contract shall be sent to the County's Court Finance Manager on an annual basis for each year covered by the contract for services.

3. Upon five (5) calendar days' notice, the County's Court Finance Manager or his/her designee shall have the right to audit and/or inspect all of the records, documents, computer records, and other similar material controlled, maintained, and/or in the possession of Contractor pertaining to the debt collection services required under this Agreement.

G. Types of Referrals - GENERAL ACCOUNTS

1. General Accounts shall mean fines, assessments, fees, penalties; past due accounts, or other amounts owed the County, *excluding* all accounts currently in a judgment status.

The Contractor shall accept referrals from the County only through the Court's Finance Manager or designee for General Accounts. The Contractor shall not have full rights to the accounts and shall only be able to pursue debt collections on behalf of the County. The County shall provide copies of documentation as required by the Contractor to respond to debtors' requests. The County will make every effort to provide all pertinent information to the Contractor through the account referral data in a format approved by the County.

Yakima County may cancel an account at any time without any cost incurred by e-mailing or faxing a cancel and return form identifying specific names and numbers to the Contractor.

The Contractor shall allow for time payment agreements and place this statement on all debt collection notices. The Court's Finance Manager shall set parameters in which the Contractor may accept a payment agreement. Alternative arrangements require the manager's explicit permission.

The Contractor shall not have authority to accept a compromise settlement on any account without written consent of the Courts Finance Manager for General Accounts. This consent may be accomplished by setting parameters in which the Contractor may accept a settlement.

2. The Contractor shall file claims and represent the County in any bankruptcy for a General Account referred to the Contractor. On a monthly basis, the Contractor shall submit to the County Attorney a list of new bankruptcy claims filed. The Contractor shall notify the County Attorney or her designee of any notice or correspondence from the bankruptcy court or trustee.

H. Types of Referrals - NSF/Returned Checks (All Accounts)

1. NSF/Returned checks means: "any check not honored and returned to the County for any reason, except "Stop Payment" checks." Check may be drawn on US or Canadian banks.
2. Currently, County NSF/returned check fees are \$40 US. This amount is subject to periodic change.
3. NSF checks will be sent to Contractor at the sole discretion of the Courts Finance Manager

4. Within fifteen (15) days of receipt of a NSF/returned check, the Contractor shall provide any notices to the debtors that are required by law and/or necessary to collect the debt owed the County.
5. At the end of the fifteen (15) day period, at the sole discretion of the County, debt collection efforts on the NSF/returned check may be continued as a General Account collection item.
6. NSF checks for utility payments will be pursued by the County.

I. Debt Collection Fees/Costs

1. General Accounts

For all General Accounts referred by the County, unless otherwise instructed by the Court's Finance Manager, the collection fee of 30% (maximum) shall be added by the Contractor to the principal amount of the debt and collected by the Contractor from the debtor.

Should there be changes in laws or County policy that allows a different method for recovering collection Contractor fees, the Contractor shall modify its methods accordingly, upon instruction from the Court's Finance Manager.

If an account is reduced or cancelled by the County, no collection fee will be due the Contractor for the amount so reduced or cancelled.

2. NSF/Returned Checks

For all NSF/Returned checks referred by the County, unless otherwise instructed by the Court's Finance Manager, the County's NSF/returned check fee and the principal amount shall be collected by the Contractor from the debtor, and the NSF fee retained by the Contractor prior to remitting the principal amount to the County.

J. Remittance

1. If a partial payment is collected, the Contractor shall remit a pro-rata share to the County.
2. Contractor and Court disbursement of payments would be 80% on principal and 20% towards collection fee.
3. Contractor and Court disbursement of interest collected would be 75% on principal and 25% towards collection fee.
4. If the Contractor receives payment from a debtor who owes money to other parties not related to the County, the Contractor shall pay the County first, unless specifically directed otherwise by the debtor.
5. Contractor would disburse payments received from the prior week every Wednesday.

K. Reporting

Reports must be in a form acceptable to Yakima County.

1. The Contractor shall have a comprehensive computerized system to report account status, collection statistics and other information as required by the County on a daily, monthly, quarterly, annual and other basis. Reports shall be received no more than seven (7) days after completion of the appropriate period. Provided below is the minimum reporting requirements, subject to change at the sole discretion of the Court's Finance Manager.
2. **Quarterly Listing** - The Contractor shall provide the County a quarterly listing by County department or type of debt collection account of all accounts assigned to Contractor. The report will state the following information: Identification of each account, date each account was assigned, client case number, status of each account, amount of each account placed for debt collection, payments and balance owing on each account.
3. **Cash Activity Report** – Departments: This report tracks by departments, on a monthly and annual basis, the total dollars collected, fees collected, interest collected, and dollars remitted to the County.
4. **Referral Report** – Departments: This report tracks by Yakima departments, on a monthly and annual basis, the number of accounts and dollars referred into active debt collection. In the case of the Court, quarterly reports to the Court's Finance Manager are required showing amounts assigned and amounts collected for both the current quarter and cumulatively by the second week after quarter end.
5. **Monthly Transaction Journal** – Departments: This report tracks all postings to any County account by departments. Each posting tracks amounts allocated to principal, Contractor fees, interest, legal costs or fees and NSF checks.
6. **Suit and Garnishment Report** – Departments: This report tracks new suits and garnishments requested during the month and all garnishments or legal fees paid in full during the month.
7. **Aging Report** – Departments: This report tracks the current balance owing, amount collected on each account during the previous month, quarter and year-to-date, and the age of each account since referral by departments.
8. **Client Index Report** – Departments: This report tracks the account status at the individual account level by departments. The report shall include the debtor's name, account number, date assigned, amount assigned, amount collected, balance, and account status.
9. **Monthly Interest Remittance Report** – Departments: This report tracks by departments the amount of interest remitted for the previous month.
10. **Account Acknowledgment** – Departments: This report is due within three (3) days of receiving accounts for placement into active debt collection by departments. It shall include the detail for each batch of accounts referred, the name of the referring department, debtor's name, account number, total amount referred, total number of accounts and total dollars listed in the batch.

11. **Monthly Cancellation Report** – This report tracks account status by departments. It shall include the debtor’s name, account number, total dollars collected, dollars remitted to the County, Contractor fee collected, and remaining balance.
12. **Monthly Bankruptcy Report** – This report tracks accounts that are in bankruptcy in Yakima Municipal Court. It shall include the debtor’s name, account number, bankruptcy case number, total dollars collected, dollars remitted to the County, Contractor fee collected and remaining balance.
13. **Quarterly Summary** – This report tracks total amounts turned over, total number of accounts, dollar amount canceled, and net collected.
14. **Uncollectible Accounts Report** - Probation Services, after exercising and documenting its due diligence in its internal pre-collection and external post-collection assignment of debt may deem a debt “uncollectible.” A debt is considered uncollectible when:
The debt has been assigned to YCCS or other contracted collection agency for collection and There have been no payments or legal action taken on the account for a period of five (5) years declaring a debt owed to Probation Services as uncollectible does not cease collection activity, rather the debt is categorized as uncollectible for the purpose of reporting the department’s total uncollectible debt on an annual basis for auditing purposes. As authorized by RCW 6.17.020(4) and this policy, Probation Services will pursue recovery of any outstanding debt for 10 years.

L. Reporting to Credit Bureaus

The Contractor shall report all uncollected accounts to the major credit bureaus. Such reporting must be in accordance with all applicable Federal and Washington State laws including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulations and the Consumer Credit Protection Act, as now in effect or hereafter amended. The Contractor shall not report accounts to the credit bureaus until the Contractor has worked the account for sixty (60) days. At the request of the Court’s Finance Manager, the Contractor shall remove an account notification from all affected bureaus and provide a copy of that notification to the Court’s Finance Manager. In accordance with the Fair Credit Reporting Act, the County requires that accounts be cancelled from each credit bureau upon request of the Court’s Finance Manager.

M. Disputed Accounts

The Contractor shall accept and process all written disputes in compliance with all Federal and State laws. The County will work with the Contractor to validate the debt.

N. Garnishments and Legal Suits

After all efforts of the debt collection process have been exhausted; the Contractor may garnish active accounts with judgments. For all accounts referred, the Contractor shall be responsible for initiating legal actions to reduce to judgment any debt owed to the City that is not already a judgment and for filing garnishments as necessary. No legal action shall commence on any account without written authorization from the Court’s Finance Manager for General Accounts. Contractor and County will be required to audit customer account prior to scheduling for legal action.

O. Professional Service

Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless the County of Yakima, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney’s fees and costs by

reason of any and all claims and demands upon the County of Yakima, its elected or appointed officials or employees for damages, whether such damage is due to the negligence, or errors or omissions of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, It is further provided that no liability shall attach to the County of Yakima by reason of entering into this Contract, except as expressly provided herein.

Professional Liability: The Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy must provide the following minimum limits:

\$1,000,000 per Claim

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

P. Subcontractors

The Contractor may not assign or subcontract any portion of its contract with the County without the written consent of the Purchasing Manager. The services provided for herein shall be performed by the Contractor, and no person other than regular associates or employees of the Contractor shall be engaged upon such work or services except upon written approval of the County. The Contractor and any authorized subcontractors shall at all times be an independent Contractor and not an agent or representative of the County with regard to performance of the Services. The Contractor shall not represent that it is, or hold itself out as, an agent or representative of the County. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the County.

VI. General Proposal Requirements

The purpose of this section is to provide the Owner with a basis for determining a Proposer's capability to undertake this Contract. Responses to this Section will be scored.

A. Organizational Capabilities:

A history and description of the firm, when it was established, type of facility, location of main office and branches, size of staff employed, volume and diversification of current clients, volume and diversification of prior clients, and documentation certifying that the proposer is licensed to perform debt collection services within the State of Washington per RCW 19.16.500 (1) (a).

Describe your company's experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance.

Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Owner and the Contractor during the Contract term.

B. General, Court and NSF Check Collections (describe each separately) –

1. Procedures for in-state debt collection efforts
2. Procedures for out-of-state debt collection efforts

3. Procedures for Canadian debt collection efforts
4. Timeframe of debt collection activities
5. Referral methods utilized
6. Record maintenance
7. Dispute resolution process
8. Procedures for obtaining civil judgments and garnishments
9. Procedures for filing bankruptcy claims for dischargeable and non-dischargeable debts
10. Credit bureau reporting
11. Provide information to the success of your debt collection efforts utilizing these procedures.
12. Contractor shall state in their proposal what their terms are for NSF checks.

C. Transition and Implementation Plan, Effective to Perspective Accounts

1. What is your transition plan, including timelines?
2. Provide a detailed plan, describing how your organization proposes to meet the Specifications for Debt Collection Services.
3. Describe your experience planning and implementing transitions from an existing debt collection system to a new debt collection system.
4. What is your process for monitoring the transition schedule and how will you ensure that the established timeline is met?

D. Technology and Communication Capability – Provide a description of all systems utilized to perform the services described in this RFP document

1. Description of data and communication software and hardware
2. Safeguards utilized to protect sensitive data
3. Describe the software and hardware proposed to comply with the service specifications.
4. Description of the plan for recovery from a major failure or disaster.

E. Reports: Provide samples of reports currently in use that would be used to comply with the service specifications. Please provide any necessary documentation on how these reports would be modified, if necessary, to meet the needs of Yakima County as described in this RFP.

F. Staff Qualifications:

Identify and provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract term. The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of the project.

Identify additional key personnel from your company that will be assigned to this contract, including their current job title and the role they will play in the project. For each staff person, attach a brief resume with any pertinent licenses or accreditations and give at least one (1) example of a project where the staff provided similar services to an organization with needs similar to those described in this RFP.

Identify the Account Manager who will be handling all invoices and billing and will serve as the account main point of contact for this contract.

If any of these contacts change during the contract term, the Contractor shall verbally notify the Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

G. Literature, Brochures, etc.

H. Points not addressed:

Proposers are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their unit.

I. Financial Capability to perform contract

Proposer shall submit a current Financial Statement audited by a CPA firm, which is not to be older than one (1) year.

J. Work Made for Hire

All work the Contractor performs under this agreement shall be considered work made for hire, and shall be the property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, reports, and any other materials the Contractor produces in connection with this agreement. On completion or termination of the agreement, the Contractor shall deliver these materials to the County project manager.

K. Property Rights

All records or papers of any sort relating to the County and to the project will at all times be the property of the County and shall be surrendered to the County upon demand. All information concerning the County and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the County.

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection to the performance of this Contract shall be the sole and absolute property of Yakima County.

L. Proposer References

Using the attached reference form, provide at least three (3) references for organizations with whom your company has provided similar services over the last five (5) years. Include a contact name, email address, telephone number, and a clear, concise description of the project.

The Owner will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the Evaluation Team for this RFP and will be used when scoring the written proposal.

M. Questionnaire

Proposer must complete the Proposer Questionnaire Form on page 40 and submit it in accordance with Section 3.

VII. GENERAL/SPECIAL TERMS AND CONDITIONS

The Owner intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this RFP. Refer to the attached "Professional Services Contract" for specific Terms and Conditions. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Provision of Services

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the Owner's satisfaction; the Owner decision in that regard shall be final and conclusive. The Owner may inspect, observe and examine the performance of the services performed on the Owner premises at any time. The Owner may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If the Owner notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the Owner's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the Owner specifies. This remedy shall be in addition to any other remedies available to the Owner by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and Owner work rules.

B. Contractor Compliance and Responsibility for Actions

The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the Owner.

The Contractor shall:

1. Perform those tasks and deliver the services identified in this RFP and its response thereto.
2. Comply with all security and safety regulations in effect.

3. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
4. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the Owner. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
5. Correct any errors in the services found by the Owner or the Contractor.
6. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of Owner buildings. Under such circumstances, the Owner shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

C. Deviations and Exceptions

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

D. Other Owner Departments/Like Items Added

At any time during the term of this contract, or any extension thereof, other Owner departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

E. Acceptance-Rejection

The Owner reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the Owner.

Proposals MUST be date and time stamped by the soliciting Clerk's office on or before the date and time that the proposal is due.

F. Public Records Access

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

G. Proprietary Information:

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

1. Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

2. **PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION**
Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

VIII. **SAMPLE CONTRACT**

**TO BE COMPLETED
AFTER AWARD –**

**SAMPLE
A G R E E M E N T**

For:

DEBT COLLECTION SERVICES

for:

PROPOSAL NO. C11504-P

YAKIMA, WASHINGTON

DEBT COLLECTION SERVICES AGREEMENT

THIS DEBT COLLECTION SERVICES AGREEMENT, hereinafter "Agreement", is made and entered into by and between Yakima County Courts, Yakima, a Washington State municipal corporation, hereinafter the "County", and _____, hereinafter "CONTRACTOR".

WHEREAS, the County needs professional debt collection services to collect debts owed to the following County agencies: the Yakima County District Court, Yakima County Probation Services, and Contracted Municipal Courts.

WHEREAS, CONTRACTOR has experience and expertise regarding said debt collection services, and agrees to perform these services for the County under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the COUNTY and the CONTRACTOR as follows:

1. Definitions/Interpretation

For the purposes of this Contract and any additional instruments that may become a part of this Contract, the terms "contractor", "proposer", and "vendor" shall be interchangeable. The terms "buyer", "purchaser", "procuring agency", "Owner", "Yakima County", and "County" shall be interchangeable.

2. Contract Documents

The Yakima County Request for Proposals No. C11504-P and the Contractor's proposal (to the extent consistent with the County's documents) and any addenda are hereby incorporated herein by this reference. Specific federal and state laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. This Contract is on file in the Purchasing Office, 129 No. 2nd St., Yakima, Washington, 98901.

3. Allocation and Assignment of Debts/Accounts by the County

The basis upon which debts/accounts are assigned by the County to CONTRACTOR for collection is strictly within the discretion of the County. Prior to assignment of a debt/account to CONTRACTOR for collection, the County shall attempt to advise the debtor of the existence of the debt/account, and that the debt/account may be assigned for debt collection if not paid.

4. Consideration

No fees will be charged to the County by CONTRACTOR to provide the debt collection services provided pursuant to this Agreement.

- a. Added Fee. When authorized by law, CONTRACTOR' fee will be added by the agency to the principal amount of the debt assigned to the agency and, on such accounts, CONTRACTOR shall not receive any fee in addition to the fee authorized to be charged to the debtor (RCW 19.16.500).
- b. Interest. Interest accrued on this account shall be shared on a 66.67/33.33 basis between the County and CONTRACTOR.
- c. Automated Check Verification No Charge
- d. NSF Check Collection _____
- e. Non-Collected Accounts. No fee will be charged for accounts not collected.
- f. Full and Best Efforts. CONTRACTOR will pursue full efforts to collect accounts, including skip-tracing.

CONTRACTOR has no authority to and will not engage in compromise settlement arrangements without written authorization from the County. The County shall have no responsibility for uncollected costs advanced by CONTRACTOR.

5. Term of Agreement

The period of this contract shall be for a period of one year from its effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance written notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid. Price adjustment requests will only be reviewed and negotiated during annual contract renewal. If no request is made for a price adjustment, the contract renewal at the existing compensation value shall be automatic.

6. License and Bonding Requirements

Contractor represents that it is licensed and bonded and shall remain as licensed and bonded during the term of this Agreement in accordance with and as required by RCW 19.16.110 and RCW 19.16.190 respectively. If applicable, successful Coordinator shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable County Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

7. Status of CONTRACTOR

CONTRACTOR and the County understand and expressly agree that CONTRACTOR is an independent contractor in the performance of each and every part of this Agreement. CONTRACTOR and its officers, employees, agents, instructors, and subcontractors shall make no claim of County employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

8. Taxes and Assessments

CONTRACTOR shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the County is assessed a tax or assessment as a result of this Agreement, CONTRACTOR shall pay the same before it becomes due.

9. Nondiscrimination Provision

During the performance of this Contract, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Contract.

With regard to the health care services to be performed pursuant to this Contract, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

10. **The Americans With Disabilities Act:** With regard to the services to be performed pursuant to this Agreement, Coordinator agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State’s anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

11. **Compliance With Law**
CONTRACTOR agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

12. **No Insurance provided by County**
It is understood the County does not maintain liability insurance for CONTRACTOR and/or its officers, employees, agents and/or subcontractors.

13. **Indemnification and Hold Harmless**
The Contractor shall defend, indemnify and hold harmless the Owner its elected and appointed officials, employees, agents, and volunteers against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, allegation, claim or judgment, including reasonable attorney’s fees and costs, resulting from negligent acts or omissions or willful misconduct of the Contractor, its agents or subcontractors, and the Medical Professionals and Medical Assistants rendering services, including a breach of the Contractor’s duties under this Contract.

The terms of the Section shall survive any expiration or termination of this Contract.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

The Owner will not be responsible to any injury to Contractor’s employees or agents and the Contractor shall indemnify, defend and hold the Owner harmless for any injury to the Contractor’s employees or agents.

14. **Insurance Provided by Contractor** The Contractor agrees that at all times during the life of this contract that Contractor will maintain on a primary and non-contributory basis and at its sole expense, the insurance coverage limits, and endorsements described below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as the County’s or designee’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

Auto Liability: Combined Single Limit \$1,000,000 Per Occurrence

Yakima County, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insured.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and Yakima County shall be named as an additional insured for such higher limits.

The Contractors’ insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the Owner shall be in excess of the Contractor’s insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the Owner as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the Owner to terminate the contract.

The contractor shall also maintain coverage at limits for workers compensation as legally mandated by the Industrial Insurance Laws of the State of Washington.

Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the Owner and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

The Owner reserves the right to require higher or lower limits where warranted.

AND

Professional Service

Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless the City of Yakima/Yakima County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Yakima/Yakima County, its elected or appointed officials or employees for damages, whether such damage is due to the negligence, or errors or omissions of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, It is further provided that no liability shall attach to the City of Yakima/Yakima County by reason of entering into this Contract, except as expressly provided herein.

Professional Liability: The Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy must provide the following minimum limits:

\$1,000,000 per Claim

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

14. Assignment

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by CONTRACTOR to any other person or entity without the prior written consent of the County. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of CONTRACTOR as stated herein.

15. Severability

If any portion of the Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

16. Integration and Supersession

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

17. Non-Waiver

The waiver by CONTRACTOR or the County of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

18. Termination

- A. Termination for Convenience. The County may terminate this Contract, in whole or in part, at any time by thirty (30) calendar days written notice to the Contractor. The Contractor shall be compensated in accordance with the terms of this Contract up to the effective date of termination. Upon termination the Contractor shall return all unresolved files, documents, and records previously provided to Contractor by the County to the County in the same form as they were provided.
- B. Termination for Default. If the Contractor fails to comply with any provision of this Contract, the County may terminate this Contract for default without notice. Termination for default shall be effected by delivering a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be compensated for services performed in accordance with the manner of performance set forth in this Contract subject to setoff for damages caused to the County. If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. Upon termination the Contractor shall return all unresolved files, documents, and records previously provided to Contractor by the County to the County in the same form as they were provided.
- C. Opportunity to Cure. The County in its sole discretion may, in the case of termination for default, allow the Contractor thirty (30) days, in which to cure the defect of service. In such case, the notice of termination will state the nature of the default, the time period in which cure is permitted, and other appropriate conditions. If the Contractor fails to remedy to the County's satisfaction the default of any of the terms, covenants, or conditions of

this Contract within the stated period of time for remedy, the County may terminate this Contract without any further obligation to the Contractor.

- D. Waiver of Remedies for any Breach. In the event the County elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by County shall not limit County's legal remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- E. Remedies. A termination for convenience or default shall not in any way operate to preclude the County from pursuing all other available legal remedies against the Contractor and its sureties for default or breach of this Contract.
- F. Contractor's Right to Terminate. The Contractor may terminate this Contract, in whole, for any reason upon thirty (30) calendar days written notice to the County.

19. Resolution Of Disputes Or Breaches

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Yakima County Purchasing Manager. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County Courts. In connection with said appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract while matters in dispute are being resolved. The final decision of the County Courts shall be binding upon the Contractor and the Contractor shall abide by the decision. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

20. Survival

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

21. Change or Notice

- 1. Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.
- 2. In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.
- 3. Notice of Business Changes: Contractor shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the successful bidder or of the facilities of any subcontractor. The successful bidder shall notify the County in writing as soon as possible, and in no event later than three (3) business days, after any decision by the successful bidder to change or discontinue service that will affect services provided to the County under this Contract.

4. The Owner shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the Owner, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO OWNER:

Sue Ownby
Purchasing Manager
City of Yakima
129 North 2nd street
Yakima, WA 98901

TO CONTRACTOR:

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

22. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

23. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Yakima. This Agreement shall be governed by the laws of the State of Washington.

Contract Execution:

(Agreement name & number)

DONE this ____ day of _____ 2015

Kevin Roy, District Court Presiding Judge

Therese Murphy, District Court & Probation Services Manager

Approved as to form:

Deputy Prosecuting Attorney

IX. PROPOSAL PRICE FORM

PLEASE PROVIDE PRICING FOR THE FOLLOWING:			
Fees for Collection <u>per Account</u>			
Regular Collection		\$ _____	
NSF/Returned Checks		\$ _____	
Uncollectable Accounts		\$ _____	
Accounts Returned within 30 days		\$ _____	
Other Fees; specify type and amount:	UOM: _____		
		\$ _____	
		\$ _____	

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. **Failure to submit this form fully complete, may result in disqualification of Proposal.**

PROPOSER INFORMATION

Proposer's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President Name: _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

PROPOSER: _____

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: _____ No: _____

Please explain: _____

FINANCIAL RESOURCES AND RESPONSIBILITY

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: _____ No: _____

Please explain _____

Is your firm in the process of or in negotiations toward being sold? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes: _____ No: _____

Please explain _____

PROPOSER: _____

**PROPOSER
QUESTIONNAIRE**

Page 3 of 4

DISPUTES

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

- Payment to subcontractors? Yes: _____ No: _____

Please explain _____

- Work performance on a contract? Yes: _____ No: _____

Please explain _____

Does your firm have any outstanding judgments pending against it? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been assessed liquidated damages on a contract? Yes: _____ No: _____

Please explain _____

Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the county? Yes: _____ No: _____

Please explain _____

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: _____ No: _____

Please explain _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? Yes: _____ No: _____

Please explain _____

BUSINESS INTEGRITY

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?

Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?

Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.*

Yes: _____ No: _____

Please explain _____

PROPOSER REFERENCES

1) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

2) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

3) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

REQUIRED FORMS

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

- A. Cover Letter (Page 2)**
- B. Proposer Information**
- C. Proposal Price Form**
- D. Proposer Questionnaire**
- E. Proposer References**