



**ADMINISTRATIVE SERVICES DEPARTMENT
Purchasing and Contracts Division**

**CONFIRMATION FORM
for
RECEIPT OF RFP NO. 603699-15**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 603699-15 RFP PAGES: 18

DESCRIPTION: COLLECTION AGENCY SERVICES FOR LAS VEGAS JUSTICE COURT

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 386-4914

TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 603699-15 COLLECTION AGENCY SERVICES FOR LAS VEGAS JUSTICE COURT

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603699 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **JULY 20, 2015** at **10:00 a.m.**, at the address specified above in the Gold Conference Room. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Chetan Champaneri, Purchasing Analyst, at (702) 455-2729 no later than **FRIDAY, JULY 17, 2015**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **AUGUST 13, 2015** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
Las Vegas Review Journal
JULY 13, 2015

GENERAL CONDITIONS

RFP NO. 603699-15

COLLECTION AGENCY SERVICES FOR LAS VEGAS JUSTICE COURT

1. TERMS

The term "COUNTY," as used throughout this document will mean the County of Clark, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or her designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

COUNTY is soliciting proposals for Collection Agency Services for Las Vegas Justice Court as identified within Attached 1 – Scope of Work and Attachment 2 – Technical Specifications.

3. INITIAL TERM AND OPTIONS

It is intended that the initial performance period will be for 365 days from the date of award, COUNTY reserves the option to renew the Contract for an additional four (4), one-year periods from its expiration date.

4. DESIGNATED CONTACTS

COUNTY'S representative will be Chetan Champaneri, Purchasing Analyst, Clark County Administrative Services Department, Purchasing and Contracts Division, telephone number (702) 455-2729, Chetanc@ClarkCountyNV.gov. This representative will respond to questions concerning the scope of work of this RFP and questions regarding the selection process for this RFP.

5. CONTACT WITH COUNTY DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated COUNTY contact regarding the selection of a proponent or award of this Contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the Contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Meeting: Monday, July 20, 2015 at 10:00 a.m., Gold Conference Room

Last Day to Ask Questions: Monday, August 3, 2015 by no later than 8:00 a.m.

Proposal Due Date: Thursday, August 13, 2015

Finalists Selection: September 2015

Finalists Oral Presentations: September, if requested by County

Final PROPOSER Selection: October, 2015

Contract Negotiations: October, 2015

Award & Approval of the Final Contract(s): November, 2015

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide COUNTY a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. COUNTY reserves the right to award the Contract based on objective and/or subjective evaluation criteria. This Contract will be awarded on the basis of which proposal COUNTY deems best suited to fulfill the requirements of the RFP. COUNTY also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 75 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

The PROPOSER shall submit one (1) clearly labeled original and six (6) copies of their proposal, including one (1) CD or flash drive with an electronic copy of their proposal, preferably in .pdf format. A single .pdf document of the entire proposal is preferred. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder (if used) and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to COUNTY or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for proposals:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery</u>
Clark County Government Center Purchasing and Contracts Division 500 South Grand Central Parkway, 4 th Fl Las Vegas, Nevada 89106	Clark County Government Center Attn: Purchasing and Contracts, 4 th Fl 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217	Clark County Government Center Attn: Purchasing and Contracts, 4 th Fl 500 South Grand Central Parkway Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

COUNTY reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for COUNTY to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. COUNTY is not bound by any specifications by COUNTY'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

14. PUBLIC RECORDS

COUNTY is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by COUNTY may not be disclosed until the proposal is recommended for award of a Contract.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. CONTRACT

A sample of COUNTY'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

19. EVALUATION CRITERIA

Proposals should contain the following information and shall follow the format below and each tab within the PROPOSER'S proposal shall be identified using the same sequencing and title identified herein:

A. Cover Letter

The first page of the Proposal submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in Section 14 and 15 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER'S Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal and not be considered for award.

B. Organizational Information

- i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
- ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your firm was established. Optional: (Also include gross revenues for 2010, 2011, and 2012 and your most recent Financial Statement)
- iii. Firm shall maintain in good standing in the Nevada Collectors Association. Provide a letter of endorsement from the association
- iv. Indicate if your firm has an office in Clark County and the year it was established, if any.

- v. Indicate if your firm is a minority-owned business, women-owned business, physically challenged business, small business, or a Nevada business enterprise as defined in Exhibit C of the attached contract.
- vi. If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.
- vii. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
- viii. PROPOSER must provide a statement that firm will comply with insurance requirements in Exhibit D of Sample Contract (attached).
 - a. PROPOSER must provide a statement that the firm will comply and maintain during the entire term of the Contract with the Statutory (NRS 649.105) Collection Agency Bond, \$1,000,000 Comprehensive Dishonesty, Disappearance and Destruction (3-D) Bond, and \$25,000 for Depository's Forgery.
- ix. Provide COUNTY with the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.
- x. Provide a statement as to local resources (employees residing in Clark County) that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.
- xi. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect COUNTY'S decision.

C. Experience & Staff Qualifications

- i. Include a brief resume of all similar projects your firm has performed for the past 3 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada.
- ii. Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.
- iii. Provide the successful first party and third party collection percentage rate for other similar entities within the past 3 years.
- iv. Describe and document the applicable licenses which are held by the PROPOSER and its proposed subcontractors.
- v. Please provide an organizational chart of your organization.

D. Description of Proposed Project and Work Plan

Describe in more detail the PROPOSER's approach to the project. Include a preliminary project plan that includes:

- i. PROPOSER'S concept of the project including the methodology to be used and the major deliverables to be produced, including Proposed Services and details for all other proposed solutions and technology.
- ii. Any assumptions.
- iii. Any constraints.
- iv. Proposed schedule (work plan) including tasks, milestones, dates for completion, COUNTY and PROPOSER resource assignments, critical path and COUNTY'S review cycles. As part of the work plan, PROPOSER should address the following items.
 - a. Reporting collection accounts
 - b. Legal Services
 - c. Whether additional charges, such as interest, will be added or accrued to the accounts.
 - d. Forwarding accounts
 - e. Licenses in other states
 - f. Trust accounting
 - g. Communications and computer technologies, including auto-dialing systems and websites
 - h. Skip trace capabilities

- i. Samples of reports
- j. Samples of notices
- k. Cancelled or withdrawn accounts
- l. Disputed accounts
- m. Third party claims
- n. Handling customer complaints
- o. Collector call plan
- p. Sample invoice
- v. Proposed days and hours of operation.
- vi. State why the PROPOSER is best suited to perform the services for this project.
- vii. Documentation Samples. Provide samples of the documentation formats / reports that will be used for the project.

E. Description of Implementation Plan

- i. Proposed implementation schedule (work plan) from the current contracted vendor to PROPOSER including tasks, milestones, dates for completion, COUNTY and PROPOSER resource assignments, critical path and COUNTY'S review cycles. Describe your contingency plan if your transition/implementation plan is not successful.

F. Agency Collection System

- i. Describe in detail your current collection information system used to capture all of COUNTY'S data and why it's the best suited system to meet the County's needs.
- ii. How long has this system been in place?
- iii. Identify if COUNTY will be provided access to your collection information system. Furthermore, will COUNTY be authorized to enter data and run ad hoc reports as needed. If there are costs associated with these services, identify it herein and on Exhibit 4 – Fee Schedule.
- iv. Describe your data back-up procedures and disaster recovery plan should your claims processing system fail?

G. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

PROPOSER shall confirm acceptance of services requirements identified within the Scope of Work, Exhibit 1, PROPOSERS(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

H. EXHIBIT 2 AND 3

PROPOSER shall confirm acceptance of service requirements identified within Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, Exhibit 2, and Federal Bureau of Investigation Criminal Justice Information Services Security Addendum Certification, Exhibit 3.

I. Project Fee

PROPOSER shall provide cost and pricing information in sufficient detail for the COUNTY to fully understand the cost of each element being proposed. In addition, PROPOSER shall summarize the said cost and pricing and input the information requested in Exhibit 4 – Fee Schedule. COUNTY reserve the right to request clarification from PROPOSER for any cost information submitted.

J. Compliance with Nevada Revised Statutes (NVR) associated with Collection Agencies

PROPOSER shall provide a detail plan for compliance with, but not limited to, NRS 649, Fair Debt Collection Practices Act (FDCPA), and all other applicable federal and state laws, regulations and standards including

K. Compliance with the COUNTY'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

L. **Other**

Other factors the PROPOSER determines appropriate which would indicate to COUNTY that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

Exhibit 1 – Statement of Work

1. Definitions

Agency	The licensed Collection Agency providing collection services for the County.
Court	Las Vegas Justice Court
Court Project Manager	Means the individual authorized by the Chief Judge of the Court to act on behalf of the Court regarding routine matters arising under or relating to the performance of this Contract.
Deliverable	Any report, software, hardware, data, documentation, or other tangible item that the Agency is required to provide to the COUNTY under the terms of a Contract.
Odyssey	Odyssey is the Courts Case Management System (CMS).
First Party Debt	Receivables management services on assigned delinquent cases
Non-Exclusive Contract	A Contract under which the COUNTY agrees to use an Agency to fulfill all or part of the COUNTY's total requirement for Collection Services.
Primary Collections	Collection on receivables not previously placed with other agencies.
Secondary Collections	Collection on receivables that have been previously placed with an outside Agency.
Third Party Collections	Collection services on assigned delinquent defendant cases and credit bureau reporting of assigned delinquent defendant cases on behalf of the Court.

2. First Party Debt Receivables Management

- A. The Agency shall provide first party receivables management service for traffic cases in warrant status. Court, at its sole discretion, may require Agency to provide services for delinquent misdemeanor criminal, House Arrest, Alternative Sentencing and Education fees, credit card chargebacks for fine and fees, and for returned checks for the Justice Court. Generally, the cases assigned to the Agency will be a minimum of 49 days delinquent. The Court reserves the right to request first party debt receivable management services on any misdemeanor criminal or traffic case in delinquent warrant status. Such services shall be provided in accordance with all the terms and conditions of this Contract. The services to be performed by the Agency include, but are not limited to:
- i. Appropriate data related to cases assigned to the Agency will be transmitted securely and entered into the Agency's database system within 12 hours of transmission from the Court. Agency will have an automated process in place to load cases received.
 - ii. Maintain a historical and transactional database, which is timely, accurate and can easily be audited by the Court. Agency will grant Court secure online access to Agency case information.
 - iii. Adhere to all Federal requirements including but not limited to the Fair Debt Collection Practices Act (FDCPA).
 - iv. Adhere to all state requirements as found in Nevada Revised Statutes (NRS).
 - v. Adhere to nationally accepted professional standards for customer service and collection services professionals.
 - vi. Agency will describe process of collection efforts, timing of letters sent, number of calls attempted and timing of the calls. Agency will describe process of collection efforts, including types of letters sent to the customer, frequency of letters sent, number of calls attempted from when the case is first received to when case is paid in full. Court reserves the right to approve all correspondence sent by the Agency.
 - vii. Make multiple attempts to contact each debtor with a valid phone number during the first week of assignment of the cases to the Agency. Thereafter, telephone attempts will be made as frequently as is necessary to obtain case resolution. All calls made by the Agency will be scripted to the satisfaction of the Court. All telephone contact attempts must be documented along with the results and outcome of such attempts.
 - viii. Agency to describe in detail skip tracing procedure methodology. Agency will notify court of contact attempts on assigned cases through a combination of automated and manual tools, and data enhancement services available to the Agency.

- B. Collections shall be defined as any payment received by the Court.
- C. The Agency may be assigned to those cases of unsuccessful prior collection attempts by the Court or previous agencies.
- D. The Agency will not have the power to negotiate for the Court with a client beyond any guidelines provided by the Court.
- E. The Agency will contact Court designated staff for assistance on disputed cases if resolution of the issue cannot be obtained.
- F. The Agency will make available within 3 business days any audio/recordings of conversations between defendants or third parties for any case/account when requested by the Court Project Manager.
- G. The agency will allow court staff, at the discretion of the Court Project Manager, to monitor conversations between Agency staff and defendants or third parties regarding assigned cases for quality assurance to assure Court requirements and guidelines are being followed.
- H. The Agency understands and accepts that defendants maintain their right to appear in Court subsequent to any assignment of their case to the Agency and the Court maintains its inherent right to adjudicate and exercise judicial discretion over any case assigned to the Agency and the Court may resolve any case assigned to the Agency as the Court deems appropriate.
- I. The Agency shall have read-only access to the Court Case Management System and then only such access that is necessary to resolve assigned cases.
- J. Once all first party receivables management services have been completed or within 121 days from transmission of the assigned cases, all resolution efforts have been exhausted, and the Court determines the cases to be non-resolvable under the first party receivable management program, the case can be transferred to third party receivables.

3. Third Party Collection Agency Services

- A. The Agency shall provide third party Collection Agency Services for the Las Vegas Justice Court for traffic cases in warrant status. Court, at its sole discretion, may require Agency to provide services for delinquent misdemeanor criminal, House Arrest, Alternative Sentencing and Education fees, credit card chargebacks for fine and fees, and for returned checks for the Justice Court. Generally, cases assigned to the Agency will be a minimum of 121 days delinquent. The Court reserves the right to request third party debt receivable management services on any delinquent outstanding traffic and/or criminal cases. This includes cases where customer was making monthly payments on case in 1st party but is 90 days delinquent from last payment due date. Such services shall be provided in accordance with all the terms and conditions of this Contract. The services to be performed by the Agency include, but are not limited to:
 - i. Appropriate data related to cases assigned to the Agency will be transmitted securely and entered into the Agency's database system within 12 hours of transmission from the Court. Agency will have an automated process in place to load cases received.
 - ii. Maintain a historical and transactional database, which is timely, accurate and can easily be audited by the Court. Agency will grant Court secure online access to Agency case information.
 - iii. Adhere to all Federal requirements including but not limited to the Fair Debt Collection Practices Act (FDCPA).
 - iv. Adhere to all state requirements as found in Nevada Revised Statutes (NRS).
 - v. Adhere to nationally accepted professional standards for customer service and collection services professionals.
 - vi. Agency will describe process of collection efforts, timing of letters sent, number of calls attempted and timing of the calls. Agency will describe process of collection efforts, including types of letters sent to the customer, frequency of letters sent, number of calls attempted from when the case is first received to when case is paid in full. Court reserves the right to approve all correspondence sent by the Agency.
 - vii. Make multiple attempts to contact each debtor with a valid phone number during the first week of assignment of the cases to the Agency. Thereafter, telephone attempts will be made as frequently as is necessary to obtain case resolution. All calls made by the Agency will be scripted to the satisfaction of the Court. All telephone contact attempts must be documented along with the results and outcome of such attempts.
 - viii. Agency to describe in detail skip tracing procedure methodology. Agency will notify court of contact attempts on assigned cases through a combination of automated and manual tools, and data enhancement services available to the Agency.
- B. Collections shall be defined as any payment received by the Court.
- C. The Agency may be assigned to those cases of unsuccessful prior collection attempts by the Court or previous agencies.

- D. The Agency will not have the power to negotiate for the Court with a client beyond any guidelines provided by the Court.
- E. The Agency will contact Court designated staff for assistance on disputed cases if resolution of the issue cannot be obtained.
- F. The Agency will make available within 3 business days any audio/recordings of conversations between defendants or third parties for any case/account when requested by the Court Project Manager.
- G. The agency will allow court staff, at the discretion of the Court Project Manager, to monitor conversations between Agency staff and defendants or third parties regarding assigned cases for quality assurance to assure Court requirements and guidelines are being followed.
- H. The Agency understands and accepts that defendants maintain their right to appear in Court subsequent to any assignment of their case to the Agency and the Court maintains its inherent right to adjudicate and exercise judicial discretion over any case assigned to the Agency and the Court may resolve any case assigned to the Agency as the Court deems appropriate.
- I. The Agency shall have read-only access to the Court CMS and then only such access that is necessary to resolve assigned cases. Agency will provide continuing coverage of associates at windows during normal Court hours.

4. Deliverables

- A. The Agency shall provide a monthly activity report of cases referred by the Court by Collection type, showing amounts due, recovery rates, amounts collected, current status (active or closed), aging of receivables and the date the case was received by the Agency. The Agency shall transmit the report electronically to the Court Project Manager by the 15th of the month following the month reported.
- B. Agency will provide Court with reporting services including detailed information on cases including transaction history on cases. Agency will also provide daily reconciliation files containing all active cases, balance on cases and current collection status on case. Agency to describe online reporting capabilities on your secure site available to the Court.
- C. The Agency's management and staff shall meet periodically with court personnel, upon request, to discuss the services performed under the Contract. The Agency and the Court shall mutually establish routine written procedures, within the general scope of work, for handling the collection services. The Court retains the right of final approval for any written procedures developed by the Agency and training materials prior to their initiation. The procedure shall include, but not limited to, a copy of the Agency's procedures, a written plan for the flow of each type of case, Court guidelines and options for case resolution, defendant telephone attempts, defendant contacts and any other correspondence. At a minimum, the Agency shall maintain a file on each delinquent account containing a record or any and all telephone calls, letters and any other contracts made with the debtor or a third party regarding the delinquent account(s) available to the Court upon request.

5. Administrative Requirements

- A. The Agency shall keep all resulting contract records separate and make them available for audit to the Court personnel or any of its duly authorized agents upon request. The Agency shall make available to the Court all records pertaining to the resolution of cases immediately upon receipt of written request, and such records shall remain available to the Court at the Agency's place of business during normal working hours. Record keeping requirements are set forth in paragraph E-10 "Audit of Records". The Agency shall also provide the Court complete access, with or without prior notification, to any facilities including any subcontractors, or any portion of the Agency's work is being performed under this Agreement.
- B. The Agency's officers, partners, associates and employees will cooperate with the Court in the performance of services under this Contract and will be available for consultation with the Court at such reasonable times with advanced notice so as to not conflict with their other responsibilities.

6. Performance and Quality Requirements

- A. The Agency shall be responsible for the professional quality, technical quality, timely completion, and coordination of the services furnished by the Agency subcontractors, consultants, their principals, the Agency's officers, employees and agents.
- B. Adhere to all Federal requirements including but not limited to the Fair Debt Collection Practices Act (FDCPA).
- C. All state requirements as found in Nevada Revised Statutes (NRS), including but not limited to, NRS 649 – Collection Agencies.
- D. Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with Court's Customers.
- E. Adhere to nationally accepted professional standards for customer service and collection services professionals.

- F. Agency will conduct business in a manner that supports the organization's mission, vision and core values
- G. Court's assigned collection accounts shall not be co-mingled with other clients and will not be outsourced to a third party collection agency or to a foreign country.
- H. Agency's uses of demographics for any purpose other than to collect a Court's account is prohibited.
- I. Agency does not have the authority to assess any additional fees other than those approved by the Courts
- J. Agency Training:
 - i. Throughout the terms of the contract, the agency will be responsible for the initial and quarterly training of all representatives associated with the collection of Court accounts. Mandatory training must include all applicable laws, policies and regulations governing collection practices.
- K. Concerns and Disputes Registered by Guarantor:
 - i. Agency will be responsible for resolving customer concerns/disputes presented to them in written form, within 5 business days from date concern/dispute.
 - ii. Response to the concern/dispute will be in like form with copy to Court.
 - iii. Agency's failure to respond to written concerns/disputes in the prescribed time could place Court at risk. Should this transpire, the offending agency will be considered non-responsive voiding the contract.

7. Personnel

- A. The Agency shall assign a qualified manager to act as Agency Project Manager to oversee the Court's assigned collection accounts. The Agency Project Manager shall be the primary point of contact for all issues involving payments, quality, service complaints, and other matters arising under this Contract. The Agency Project Manager shall be available to meet with the Court Project Manager to discuss Contract status or issues as the need arises. The Agency Project Manager must be a "manager" as defined in NRS 649. The Agency's associates and employees shall serve under the personal supervision of the Agency Project Manager.
- B. The Agency shall assign an on-site Agency staff person to process all payments received by the Agency. Agency shall provide continual staffing coverage throughout the entire Court business hours, which are Monday through Friday 7:30 AM to 5:00 PM, excluding County holidays. Failure to comply with the foregoing, Court, at its sole discretion, will recall any customer account from collection and Court will collect any payments due from said customer(s) made on County Property, in the absence of the Agency. Agency will not receive any compensation for payments collected by the Court due to the foregoing circumstances.
- C. The Agency will be responsible for providing a Payment Card Industry (PCI) compliant Point of Sale (POS) device and an analog circuit for the POS device. This is the only allowed method for on-site credit card transactions. The Agency shall be responsible for managing and monitoring the device in accordance with PCI standards and will be required to perform the annual audit in accordance with PCI Data Security Standard Self-Assessment Questionnaire B.
- D. The Agency shall be responsible for maintaining satisfactory standards of employee competence, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Agency fails to remove an employee from the work whom the Court deems incompetent, careless or insubordinate, or whose continued employment and the work is deemed by the Court to be contrary to the public interest, the Court reserves the right to require, in writing, such removal as a condition of performance of the Contract.
- E. The Agency shall ensure that all personnel performing work under this Contract possess appropriate licenses and/or registrations required under state or local law, for the particular services being performed. The Agency shall provide evidence of such licenses or registrations when requested by the Court, and failure to maintain such licenses or registrations is considered a material breach of this Contract, and will subject the Agency to termination under Paragraph E-4, "Termination for Default".

8. Security Requirements

The Agency shall comply with the requirements of the Federal Bureau of Investigation Criminal Justice Information Services Security Policy and shall be subject to routine audits by the Court to ensure compliance. (See attached addendums: Attachment 2 "Federal Bureau of Investigation Criminal Justice Information Services Security Addendum" and Attachment 3 "Federal Bureau of Investigation Criminal Justice Information Services Security Addendum Certification").

9. Technical Specifications

- A. The Agency will have a representative on-site at a Court designated window to take payments from customers and answer any question the customer has regarding their case in collections.
 - i. All Agency personnel on-site at the Court will be required to submit and successfully pass SCOPE or NCIC fingerprint and background check and any other applicable security requirement deemed necessary by Courts.
- B. The Agency shall document what types of automated means of payments accepted. (e.g. Web/IVR)
- C. Standard Odyssey jobs will be utilized for importing of collection agency payments and credits.
 - i. Specified formatting of files.
- D. Cases can be recalled from any collections status at any point at the discretion of the Court.
 - i. Includes below scenarios:
 - a. Recalling cases from 3rd party to 1st party.
 - b. Recalling cases from 1st party collections back to the Court.
 - c. Recalling cases from 3rd party collections back to the Court.
- E. Agency shall provide a secure FTP site for all data transfer between Agency and Court.
- F. Court can send any delinquent case to Agency.
 - i. Send directly to 3rd party collections.
 - ii. Send to 1st party collections.
- G. Agency is responsible for sending 1st and 3rd party collection notices.
 - i. Court given right to review/define notice content for approval.
 - ii. Court will send one late notice on Court cases 15 days delinquent.
 - iii. Customers will only get one notice per case.
- H. Court will define time period cases go into 1st party collection status and when cases move from 1st party to third party collections.
 - i. At 49 days delinquent, case sent to 1st party collections.
 - ii. At 121 days delinquent, case sent to 3rd party collections if no activity.
 - iii. 1st party cases 90 days delinquent from last payment sent to 3rd party collections.
- I. Agency to provide Court with a daily reconciliation file. File should be reflection of the previous days account balance.
 - i. Information file should contain:
 - a. All active cases.
 - b. Current collection status on each case.
 - c. Current balance on each case.
- J. Daily automated process for Agency to request warrant issues/recalls on cases.
 - i. Schedule of warrant issues/recalls 49 days delinquent.
 - ii. Present change to put cases in warrant the day after due date. Case would not go to collections until 49 after due date.
 - iii. Agency will send 1 file for warrant issues.
 - iv. Agency will send 1 file for warrant recalls.
 - v. Court reserves the right to set/change guidelines for reissuing warrants at any point.
- K. Court will define to Agency the 1st and 3rd party collections processes and data exchange requirements. Failure for Agency to comply with the foregoing requirement will result in termination of the Contract.
- L. Court will utilize the standard Odyssey Collections Interfaces to send and receive individual transactions for the previous day.
 - i. From Court to Agency – any changes to existing accounts and any new accounts

- ii. From Agency to Court
 - a. Any payments to the Court
 - b. Any credits reflecting Agency portion of the collected transaction
- M. Log Successful Contacts
- N. Payment /PCI Information
- O. Remittance of Collections Received
- P. Additional Action Items: Estimated quantity and number of accounts being assigned to Agency,

**EXHIBIT 2 - INFORMATION SERVICES SECURITY ADDENDUM
FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE**

SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**EXHIBIT 3 - INFORMATION SERVICES SECURITY ADDENDUM CERTIFICATION
FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE**

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

**EXHIBIT 4
FEE SCHEDULE**

PROPOSER shall complete the following table accordingly and disclose all pricing and costs per General Requirements, Item No. 19 – Evaluation Criteria, Paragraph I – Project Fee.

Item No.	Description of Services	Period of Performance				
		Initial Term	1 st Renewal Term	2 nd Renewal Term	3 rd Renewal Term	4 th Renewal Term
1	First Party Collection Fees:					
	Court will pay Agency the following percentage of all recoveries from assigned accounts, as follows:	%	%	%	%	%
2	Any additional costs:					
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$

Item No.	Description of Services	Period of Performance				
		Initial Term	1 st Renewal Term	2 nd Renewal Term	3 rd Renewal Term	4 th Renewal Term
1	Third Party Collection Fees:					
	Court will pay Agency the following percentage of all recoveries from assigned accounts, as follows:	%	%	%	%	%
2	Any additional costs:					
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$