

UTAH COUNTY

RFP 2017-17

REQUEST FOR PROPOSALS

FOR

DEBT COLLECTION SERVICES

CLOSING DATE

FOR RECEIPT OF PROPOSALS: Wednesday, August 23, 2017

TIME: 12:00 Noon (Local Time)

PLACE: Office of the Utah County Purchasing Agent

100 East Center Street

Room 3600

Provo, Utah 84606

PROJECT OBJECTIVE

It is the objective of the Utah County Sheriff's Office (UCSO) to select a qualified Agency to provide Collection Services for delinquent accounts of individuals who have been housed at the Utah County Jail. The rights of the County to attempt to collect any accounts shall not be voided including those contained in this Scope of Work if deemed in its best interest. Transfer of data will be by hard copy or electronic information of the delinquent accounts.

SCOPE OF WORK

1. It is the County's goal to refer delinquent inmate accounts to the awarded agency within ninety (90) days from the inmate's release if the inmate has failed to pay or make and follow through with payment arrangements. The awarded agency will have one hundred eighty (180) days to collect referred inmate accounts. If the Agency is not successful in collecting the entire account after one hundred eighty (180) days from receipt from County, the delinquent account in County's sole option will be returned to the County upon agency's receipt of notification from County. No fees shall be paid for payments collected subsequent to the return of such accounts to County.
2. Agency shall make a minimum of two (2) written or telephone contacts for each account debtor within sixty (60) days of receipt of the account. Agency shall provide in the proposal detailed steps that will be taken once an account is received from the County. Agency shall make contacts with the account debtor under the name of the collection agency.
3. Agency will contact account debtors by mail, telephone, telegram, fax, or email. Agency shall not contact a debtor before 8:00 a.m. or after 8:00 p.m. MST or on Sunday. Agency will maintain an automated record of phone calls and log all correspondence with debtors. Correspondence shall indicate an escalation of importance with resolution from one letter to the next.

4. The Agency shall finance the cost of its collection efforts. No advances shall be paid to the awarded agency by Utah County. All costs, fees and expenses incurred by agency for the collection of debts forwarded to it for collection must be borne solely by the agency and are not subject to reimbursement by the County. The successful proposing agency shall be compensated solely based on a percentage of actual collections recovered and remitted to the County.
5. Any monies collected by Agency will be held in a trust account and will be remitted to the County and Agency by the 15th of the month following collection with a statement/accounting by account showing all amounts collected, paid to County and retained by Agency for the previous month.
6. Agency shall submit status reports on a monthly basis and an annual report on a calendar year reflecting the activity for the previous year. These reports shall include data for each account detailing the amount of the current debt, money received, charges waived, interest charged, balance due and date of last payment. A financial summary will also be required showing “period to date” and “year to date” totals for pertinent information such as receipts, net accounts receivable, total accounts receivable, and collection percentage. In addition, an account aging report should be available in summary and in detail. Agency shall provide County with copies of all available reports.
7. Agency shall accept automated or manual transfer of delinquent account information from Utah County. It is expected that the Agency will work, at no additional cost, with Utah County to ensure accurate and timely transmission of account data. Agency shall guarantee and keep all account information confidential, secure, and safe, including but not limited to, all files, documents, computer files, etc. Agency shall enter into a confidentiality agreement with the County and provide procedures for disputes and Cease and Desist letters to stop collection efforts for specific accounts. Agency will not disclose account information to any third parties.
8. Agency shall perform all work in accordance with the applicable provisions of the Federal Fair Debt Collection Practices Act, as well as, all other federal, state and local laws.
9. Agency shall meet periodically with Utah County staff to discuss all services, Agency performance and collection progress. The Agency will employ courteous collection procedures and provide updates to the County on changes in state and federal laws related to credit and collections.
10. The Agency will maintain accurate records of all correspondence, documents, account records,

transactions and other relative evidence. These records shall remain on file for a period of at least seven (7) years. All records and books shall be made available to the County for review upon request.

11. Any settlement of principal or charges shall be agreed upon between the Agency and the County, in writing prior to acceptance.
12. After referral to Agency for collection, Inmate Accounts may be resolved by Agency for less than the full amount only upon the approval of County.
13. The County has existing Inmate Accounts that have not been processed by Agency, which may already be delinquent. Agency services and/or collection services, as requested by County, will be performed on existing Inmate Accounts as they are identified by County and turned over to Agency.
14. All rights that are necessary in order for Agency to provide the Agency services on the Inmate Accounts will be assigned to Agency. Agency may make such further assignments to collection agencies as it deems necessary or desirable. The foregoing assignments are continuing in nature and the execution of the Agreement with Agency shall evidence the assignment of the Inmate Accounts as provided herein. Further assignments by Agency to collection agencies shall be subject to and comply with the terms of this Agreement.

PROPOSAL FORMAT

Each proposal shall contain the following:

- Cover Letter
- Experience and Qualifications
- Technical Proposal
- Certificate of non-collusion

COVER LETTER

Proposals must provide a written Cover Letter and offer of the proposal in the form of a standard business letter. The Cover Letter is mandatory and failure to provide information as required may result in the proposal being considered non-responsive and may be rejected.

Proposals must meet the Cover Letter requirements as outlined below by providing all

documentation. Reference and respond to subsections in sequence, and then attach corresponding documentation as required.

The Cover Letter must:

1. Provide the complete name and the Federal Employer Identification Number of the agency submitting the proposal.
2. State that the proposal remains valid for at least ninety (90) days following the issue date.
3. Provide the name, complete mailing address, e-mail address, telephone number, and FAX number of the individual(s) responsible for responding to this RFP.
4. Be signed by a company officer authorized to bind Proposer to the provisions of this RFP and any agreement awarded pursuant to it. If said individual is not the company president, evidence shall be attached showing authority to bind the company.

EXPERIENCE AND QUALIFICATIONS

1. General information about the firm, including the size of the organization, location of offices, years in business, organization chart, state of incorporation, name of owners and principal parties, number and position titles of staff. Information regarding any collection associations of which the agency and its staff are members should be included.
2. Proposers must furnish satisfactory evidence of operation under the same ownership as a collection agency for no less than three (3) years prior to submission of the proposal to County and current registration with the State of Utah Department of Commerce.
3. Whether there have been any mergers, acquisitions, or sales of Proposer's company within the last ten (10) years (if so, an explanation providing relevant details).
4. Adequate experience and qualifications of firm and individuals assigned to this agreement to complete the services described herein, including any previous experience in collecting inmate accounts.
5. Bonding capability in addition to insurance requirements.
6. List of five (5) references past and present for comparable work performed, including a summary of similar engagements with other governmental agencies. Each reference must include:

- a. Company name and business and address;
 - b. Name, title, e-mail address, and telephone number of the company contact knowledgeable about the project services, and
 - c. A brief description of services provided and period of service.
7. Provide details of any failed agreements, and/or refusal to complete an agreement within the last five (5) years. If an agreement has been canceled or terminated, provide name, address and telephone number of the client who terminated the agreement. Explain reasons for cancellation.
8. Provide information as to the record of recovery for the company.

TECHNICAL PROPOSAL

1. Provide compensation proposal (% split between Agency and the County of the gross amount recovered)
2. Provide sample letters to be sent to delinquent accounts
3. Provide sample reports as required under SOW item #6.
4. Detail the process of how and when the collected payments will be remitted to the County.
5. Submit an implementation plan. The implementation plan shall include the following:
 - a. Proposed operations start up process including a time line schedule with dates and major milestones to be accomplished.
 - b. Description of the process and steps to be utilized to collect inmate accounts.
 - c. Description of the expansion of debt collection services to support higher collection volumes as may be required in future conditions.
6. Compensation shall be contingent on actual collections of past due amounts.

CERTIFICATE OF NON-COLLUSION

Respondents must complete the Certificate of Non-Collusion, per Attachment A

EVALUATION AND SELECTION PROCESS

1. All proposals will be evaluated by authorized representatives of Utah County (the Evaluation Committee). Each member of the Evaluation Committee will ordinaly rank all

proposals from highest to lowest evaluation score, and the Evaluation Committee will compile the rankings of all members of the Evaluation Committee. If any proposal receives a majority of first place votes, that proposal will receive the #1 ranking. If not, the proposal that received the lowest average ranking will be removed from selection and the rankings will be recast. That process will be repeated until one proposal receives a majority of votes as the #1 ranked proposal. After taking into consideration the Evaluation Committee's recommendations, tabulations, and rankings, the Board of County Commissioners shall award the contract to one of the top three ranked offerors, or may elect to reject all proposals.

2. Each evaluation criterion has been given a percentage based on its relative value to the scope of work as a whole. The criteria and each associated percentage are as follows:
 - a. Mark-up/Pricing Schedule (30%)
 - b. Prior experience (25%)
 - c. Completeness and quality of the proposal (15%)
 - d. Suitability of approach (work plan/approach) (30%)
3. Selection Process
 - a. The Evaluation Committee may arrange for discussions with proposers submitting proposals, if desired, for the purpose of additional clarifications.
 - b. The County reserves the right to conduct appropriate investigations into the background of any proposer under consideration for this contract.
 - c. The Evaluation Committee will evaluate the proposals based on the evaluation criteria and make recommendations to the Utah County Board of Commissioners. The Board of Commissioners will make the final selection, after which the firm will enter into a formal Contract with the County, incorporating the terms and conditions of this Request for Proposals document. The contract becomes final and binding only upon the approval and signing of the Utah County Commission and the proposer. A sample contract is included in the RFP as Attachment B.
 - d. Multiple contracts may be awarded at County's sole discretion.

In addition to the enclosed Project Information/Specifications, the following Special Instructions apply

to this proposal:

INTERPRETATIONS AND ADDENDA

1. ALL questions regarding the technical aspects of this Request for Proposals (RFP) shall be submitted by email to Nancy Killian, Utah County Sheriff's Office, at NancyK@utahcounty.gov. Interpretations or clarifications in response to such questions will be issued by addenda to all parties recorded by the Purchasing Agent as having received the proposal documents. Questions received less than five (5) working days prior to the due date may not be answered. Only questions answered by formal written addenda issued by the Purchasing Agent will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - a. All other questions should be directed to the Utah County Purchasing Manager, Robert Baxter, at RobertB@utahcounty.gov.
 - b. Addenda may also be issued to modify the proposal as deemed advisable by Utah County.

PERIOD PROPOSALS SHALL REMAIN VALID

All proposals shall remain firm for a period of ninety (90) days after the date specified for receipt of proposals.

CONTRACT ADMINISTRATION

This contract will be administered by the Utah County Sheriff.

NOTIFICATION OF AWARD AND CONTRACT

Each firm submitting a proposal shall be notified in writing whether or not their proposal was successful. The successful proposer will enter into an agreement with Utah County incorporating the terms and conditions of this RFP. Deviation in the agreement from the terms and conditions of this RFP is at the sole discretion of County. Failure of a successful proposer to enter into an agreement containing the terms and conditions contained in this RFP is grounds for disqualification

of the successful proposer's RFP and award of the agreement to another proposer or cancellation of the RFP in County's sole discretion.

RESTRICTION ON DISCLOSURE AND USE OF THE DATA

1. Bidders who include in their proposals confidential or proprietary data that they do not want disclosed to the public or used by Utah County except for use in the procurement process shall:
 - a. Mark the title page with the following legend: *"This proposal includes confidential or propriety data that shall not be disclosed outside of the Utah County Security Center bid evaluation process and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the Bid Evaluation unless otherwise required by law."*
 - b. Mark each sheet, or section, of data it wishes to restrict with the following legend: *"Use of disclosure of confidential or proprietary data contained on this sheet or section is subject to the restrictions on the title page of this proposal."*

SUBMISSION OF PROPOSALS

To be considered, the proposal must respond to all requirements in the RFP. Any other information believed to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are provided, the document and page number shall be referenced.

Each proposer shall submit a minimum of six (6) bound copies of their proposal document, including one (1) clearly marked as the original, to:

Robert Baxter, Utah County Purchasing Manager

100 East Center Street, Provo, Utah 84606

Proposals must be received no later than August 23rd at 12:00noon.

The Signature Sheet and Certificate of Non-Collusion must be signed by a person authorized to bind the proposer to the proposal.

The County reserves the right to modify this schedule at the County's discretion. Proper notification of changes in the response due date will be made to all interested parties.

RULES OF PROCUREMENT

This RFP shall conform to and is governed by and is subject to the Utah County Procurement Rules and Regulations.

All materials submitted in response to this RFP become the property of Utah County and will not be returned. Proposals submitted may be reviewed and evaluated by any person at the discretion of the County.

Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

The County reserves the right to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the County.

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The County may not award a contract solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained through this RFP will be used in determining the proposal that best meets the County's needs and is the most advantageous proposal received. No oral, telephonic or electronic proposals or modifications will be considered.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

DISQUALIFICATION OF PROPOSAL

The occurrence of any of the following may result in disqualification of a respondent:

- A. Failure to respond by the established submission deadline.
- B. Failure to completely answer all questions posed in the RFP.
- C. Failure to provide requested documentation at the time of proposal submission.

- D. Illegible responses.
- E. Failure to sign and return the fee proposal page.
- F. Failure to evidence a satisfactory record of integrity.
- G. Failure to qualify legally to contract.

CONTRACT TERMS

1. The initial agreement shall be effective when executed by all parties and shall continue in effect until December 31, 2017. The agreement shall automatically renew for five (5) additional periods of one (1) year each. The services performed under this Agreement will begin promptly after execution of this Agreement.
2. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other calculated from the receipt of the written notice. Termination for cause shall mean termination due to a breach of a material term of this Agreement. Either party may terminate this Agreement for cause ten (10) days from the other party's receipt of a written notice of termination. However, if the alleged breaching party cures the breach specified in the notice within 10 days of receiving the written notice of termination, or, if the breach is one that takes longer than 10 days to cure, and the alleged breaching party begins curing the breach within ten days of receiving written notice of termination and notifies the non-breaching party of the actions taken and the time needed for completion of the cure, the contract will not be terminated for cause if the alleged breaching party diligently cures the alleged breach within the stated time or a reasonable time, whichever is shorter.
3. Upon termination of this Agreement, Agency shall cease collection activities and return all uncollected accounts to County. All assignments of delinquent accounts will be withdrawn as of the effective date of termination of this Agreement. No new accounts will be referred to Agency after either party receives notice of termination and no new legal action for the collection of delinquent accounts will be commenced after either party receives notice of termination. Upon termination, this Agreement will nevertheless govern accounts in litigation filed prior to receipt of notice of termination and reduced to judgment prior to termination of this Agreement. All other accounts will be deemed returned to County as of

the date of the termination of this Agreement. Upon termination of this Agreement, Agency will hold County harmless for all legal costs and expenses of inmate accounts, including accounts referred by Agency to a collection agency. Except for accounts in litigation as provided above, all amounts received on inmate accounts after termination will be forwarded to County in full.

4. APPOINTMENT AND ACCEPTANCE

Unless multiple contracts are awarded, County hereby appoints Agency as the exclusive provider of referred inmate accounts collection services for the Utah County Jail for as long as this Agreement shall remain in effect. Agency accepts the appointment as exclusive service provider to the County. Utah County employees may nevertheless take any action to pursue and collect referred inmate accounts and such actions shall not be a breach of this Agreement. Inmate account collections received by County from federal or state tax or other withholding are not collections by Agency and all such amounts collected from federal or state tax or other withholding shall be due in full to County. County will notify Agency of receipt of any funds received on referred inmate accounts.

5. PAYMENT FOR SERVICES RENDERED

a. Agency shall be compensated as follows:

- (1) As total compensation for providing the collection services detailed herein, Agency shall be paid from funds collected on inmate accounts by Agency as follows:
- (2) The gross amount recovered by Agency shall be split between County and Agency as follows:
_____% to Agency
_____% to County.
- (3) All Agency costs and fees including attorney's fees and court costs incurred in connection with Agency's collection of inmate accounts and referral to other agencies shall be paid by Agency and Agency will hold County harmless therefore. Agency costs and fees, including attorney's fees incurred in connection with Agency's collection of inmate accounts and referral to other agencies, shall not reduce the amount paid to County under subsection 5(a)(2) above.
- (4) Amounts collected on an inmate account will first be applied to the original debt plus

interest and second to court costs and court awarded attorney fees if any. Statutory and contractual interest and collection fees will be divided between the parties on the same percentage as the original debt.

(5) Agency shall reimburse County for County's credit and debit card processing fees for transactions processed on the County's merchant account.

- b. The compensation specified in Section 5(a) above shall be the total compensation received by Agency for providing inmate account collection services pursuant to this Agreement. Agency shall not be entitled to any other compensation under this Agreement for Agency's collection of referred inmate accounts during the term of this Agreement. All Agency costs and expenses including, but not limited to, overhead, operating costs, postage, printing, and material costs (envelopes, paper, toner, etc.) will be the sole obligation of Agency.
- c. Any payments received by County for referred inmate accounts shall be properly receipted and deposited by County, and the percentage due to Agency for referred inmate account collection shall be forwarded or transferred to Agency via check or online transfer on or before the 10th day of the calendar month for all funds received by County during the previous calendar month.
- d. Payments received by Agency for referred inmate accounts shall be properly receipted and deposited by Agency and the percentage due to County shall be forwarded or transferred to County via check or online transfer on or before the 15th day of the calendar month for all funds received by Agency during the previous calendar month. Agency will provide County a monthly report on or before the 15th of each month detailing all referred inmate accounts and all amounts collected, paid to County and retained by Agency in the previous month. Agency shall provide County with access on reasonable notice to all documents and information necessary to audit and verify the amounts collected by Agency.
- e. Agency shall cause County's portion of all funds paid through the internet to be deposited directly into County's designated bank account so that at no time will Agency have control over County's portion of funds subject to this Agreement. In the unlikely event that a billed inmate sends funds directly to Agency prior to referral, Agency shall promptly forward the same to County in full.

6. NON-ASSIGNMENT OF RIGHTS, DUTIES AND MONEY DUE

No whole or partial assignment of this Agreement, or of any right, duty or obligation of performance arising under it, or money due under this Agreement, shall be made by either party without the prior written consent of both parties. Agency's engagement of one or more collection agencies pursuant to the terms of this Agreement shall not be deemed an assignment of this Agreement.

7. GENERAL PROVISIONS

- a. Time. All services shall be provided in a timely and professional manner. Time is of the essence.
- b. Confidentiality. Agency shall maintain information obtained from County secure and confidential.
- c. Amendments. This Agreement may only be amended in whole or in part by a written amendment approved and signed by the parties hereto. No such amendments will be effective unless signed by both parties.
- d. Authorization. The individuals signing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this Agreement on behalf of the parties.
- e. Integration. This Agreement contains all of the agreements, understandings, representations, conditions, warranties, and covenants made between the parties hereto. Unless set forth herein, or modified as otherwise provided herein, neither party shall be liable for any representations which are not contained in this Agreement. All modifications to the terms and conditions of this Agreement shall be in writing and signed by both the Agency and County before they are deemed legal, and binding.
- f. Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Utah.
- g. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not specifically named as a party herein.
- h. Risk of Loss. Agency shall hold County harmless in the event that funds associated with the Agency's financial functions under this Agreement, while in the possession or control of the Agency, are lost. County shall hold Agency harmless in the event that County funds

associated with the Agency's financial functions, while in the possession or control of the County, are lost.

- i. Severability. If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect, unless the invalid or unenforceable provision is material.
- j. Independent Contractor. Agency states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from Utah County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this Agreement. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Agency. Agency is not to be considered an agent or employee of Utah County for any purpose, and the employees of Agency are not entitled to any of the benefits that Utah County provides for County's employees. It is further understood that Agency is free to contract for similar services to be performed for others while working under the provisions of this Agreement with Utah County.

Both parties agree that Agency shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Agency shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

- k. Indemnification. Except to the extent arising out of the acts or omissions of County, the Agency agrees to jointly and severally defend, indemnify, and hold the County harmless from any and all liability whatsoever, which may arise from the Agency's performance or provision of services in accordance with this Agreement or from the Agency's failure to perform its obligations under this Agreement. This obligation to indemnify shall include reasonable attorney's fees and all other reasonable costs which may arise from Agency's actions.

- l. Insurance. The Agency agrees to carry commercial general liability insurance coverage equal to or greater than \$717,100 per person, \$2,455,900 per occurrence, and \$286,900 for property damage in any one occurrence, or as modified by the risk manager pursuant to state statute (UCA 63G-7-604) during the term of this contract. This coverage shall provide insurance to cover the activities of Agency and Agency's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder. The Agency shall maintain the insurance in full force and effect, coverage equal to or greater than the above stated amounts for the duration of this Agreement. The Agency shall submit a certificate of insurance to Utah County naming Utah County as a certificate holder in the minimum amounts indicated above before beginning work. Said coverage shall insure County against any and all liability to County which may arise from the actions or omissions of Agency or its employees or agents.
- The Agency shall furnish, with the bid submission, a Certificate of Insurance to Utah County evidencing that the Agency has Workers Compensation Insurance for the Agency, all subcontractors, and all employees of the Agency and/or subcontractors.
- m. Notices. Any notice, demand, request or any other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, addressed to the appropriate party.
- n. No Presumption. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
- o. Attorney's Fees. If either party defaults in the performance of this Agreement, or any of its covenants, terms, conditions, or provisions, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or from pursuing any remedy provided hereunder or otherwise provided by law except in the instance that the defaulting party cures the default as provided in this

Agreement.

- p. General Covenants. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The use of any gender shall include the other gender and all business entities. The paragraph and section headings contained in this Agreement are for convenience only, and do not constitute a part of the provisions hereof. In the event of a dispute arising in any manner under this Agreement, Agency agrees that said dispute will be resolved in the courts of the state of Utah and that jurisdiction and venue for any said dispute shall be in Utah. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one agreement. A waiver by any party of any provision of this Agreement, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision.

ATTACHMENT A

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Request for Proposals for Debt Collection Services
)SS
COUNTY OF UTAH)

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:
That as a condition precedent to the award of the Utah County project as above captioned,

I _____

(owner, partner, officer or delegate)

of _____ do

(company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this proposal or potential agreement resulting therefrom.

Proposer's Signature

By: _____

Title: _____

Subscribed/sworn to before me this ____ day of _____ 2017

My Commission Expires _____
Residing at _____

Seal

By: _____
Notary Public

ATTACHMENT B

AGREEMENT NO. 2017 - _____

**AN AGREEMENT BY AND BETWEEN UTAH COUNTY
AND _____, RELATING TO THE PROVISION
OF DEBT COLLECTION SERVICES FOR THE UTAH COUNTY
JAIL**

THIS AGREEMENT is made thus effective this ____ day of _____, 2017, by
and between _____,
(hereinafter the "Agency"), and Utah County, with an address of 3075 North Main,
Spanish Fork, UT 84660, (hereinafter the "County").

RECITALS

WHEREAS, Agency desires to provide debt collection services for the Utah County
Jail as detailed herein; and

WHEREAS, County desires Agency to provide debt collection services for the Utah
County Jail as provided herein and in conformance with the terms and specifications of the RFP;

NOW THEREFORE, Agency and County agree to the following terms and conditions:

**SECTION ONE
SCOPE OF THE WORK**

- 1.01 Agency will provide Collection Services for unpaid and delinquent accounts of inmates housed at the Utah County Jail as detailed below.
- 1.02 The rights of the County to attempt to collect any referred inmate accounts (including any tax refunds) shall not be voided including those contained in this Scope of Work if deemed in its best interest. Transfer of data will be by hard copy or electronic information of the delinquent inmate accounts. County shall promptly notify Agency of any amounts collected on referred inmate accounts.
- 1.03 County may refer delinquent inmate accounts to the Agency within ninety (90) days from the inmate's release if the inmate has failed to pay or make and follow through with payment arrangements. The Agency will have one hundred eighty (180) days to collect referred inmate accounts. If the Agency is not successful in collecting the entire account after one hundred eighty (180) days from receipt from County, the delinquent account in County's sole option will be returned to the County upon Agency's receipt of written notification from County. No fees shall be paid to Agency for payments collected subsequent to the return of such accounts to County.
- 1.04 Agency shall make a minimum of two (2) written or telephone contacts for each account debtor within sixty (60) days of receipt of the account. Agency shall follow the detailed steps identified in its proposal once an account is received from the

County. All Agency contacts with the account debtor shall be under Agency's name.

- 1.05 Agency will contact account debtors by mail, telephone, telegram, fax, or email. Agency shall not contact a debtor before 8:00 a.m. or after 8:00 p.m. MST or on Sunday. Agency will maintain an automated record of phone calls and log all correspondence with debtors. Correspondence shall indicate an escalation of importance with resolution from one letter to the next.
- 1.06 The Agency shall finance and bear all expenses and costs of its collection efforts. No advances shall be paid to the Agency by Utah County. All costs, fees and expenses incurred by Agency for the collection of debts forwarded to it for collection must be borne solely by the Agency and are not subject to reimbursement by the County. The Agency shall be compensated solely on the percentage of the actual inmate account collections recovered.
- 1.07 All monies collected by Agency will be held in a trust account and will be remitted to the County and Agency by the 15th of the month following collection with a statement/accounting by account showing all amounts collected, paid to County and retained by Agency for the previous month.
- 1.08 Agency shall submit status reports on a monthly basis and an annual report on a calendar year reflecting the activity for the previous year. These reports shall include data for all referred inmate accounts detailing the amount of the current debt, all amounts collected, paid to County and received by Agency, charges waived, interest charged, balance due and date of last payment. A financial summary will also

be included in the monthly and yearly reports showing “period to date” and “year to date” totals for pertinent information such as receipts, net accounts receivable, total accounts receivable, and collection percentage. In addition, an account aging report should be available in summary and in detail. Agency shall provide County with copies of all available reports.

- 1.09 Agency shall accept automated or manual transfer of delinquent account information from Utah County. Agency will work, at no additional cost, with Utah County to ensure accurate and timely transmission of account data. Agency shall guarantee and keep all account information confidential, secure, and safe, including but not limited to, all files, documents, computer files, etc. Agency shall enter into a confidentiality agreement with the County and provide procedures for disputes and Cease and Desist letters to stop collection efforts for specific accounts. Agency will not disclose account information to any third parties.
- 1.10 Agency shall perform all work in accordance with the applicable provisions of the Federal Fair Debt Collection Practices Act, as well as all other federal, state and local laws.
- 1.11 Agency shall meet periodically with Utah County staff to discuss all services, Agency performance and collection progress. The Agency will employ courteous collection procedures and provide updates to the County on changes in state and federal laws related to credit and collections.
- 1.12 The Agency will maintain accurate records of all correspondence, documents,

account records, transactions and other relative evidence. These records shall remain on file for a period of at least seven (7) years. All records and books shall be made available to the County for review upon request.

- 1.13 Any settlement of principal or charges shall be agreed upon between the Agency and the County, in writing prior to acceptance.
- 1.14 After referral to Agency for collection, Inmate Accounts may be resolved by Agency for less than the full amount only upon the written approval of County.
- 1.15 The County has existing Inmate Accounts that have not been processed by Agency, which may already be delinquent. Agency services and/or collection services, as requested by County, will be performed on existing Inmate Accounts as they are identified by County and turned over to Agency.
- 1.16 All rights that are necessary in order for Agency to provide the Agency services on the Inmate Accounts are hereby assigned to Agency. Agency may make such further assignments to collection agencies as it deems necessary or desirable. The foregoing assignments are continuing in nature and the execution of this Agreement shall evidence Agency to collection agencies shall be subject to and comply with the terms of this Agreement.

SECTION TWO TERM AND TERMINATION

- 2.01 This Agreement shall be effective when executed by all parties and shall continue in effect until December 31, 2017. The Agreement shall automatically

renew for five (5) additional periods of one (1) year each unless notice of termination is given pursuant to

2.02. The services performed under this Agreement will begin promptly after execution of this Agreement.

2.02 Either party may terminate this Agreement without cause at any time upon ninety (90) days written notice to the other calculated from the receipt of the written notice. Termination for cause shall mean termination due to a breach of a material term of this Agreement. Either party may terminate this Agreement for cause ten (10) days from the other party's receipt of a written notice of termination. However, if the alleged breaching party cures the breach specified in the notice within 10 days of receiving the written notice of termination, or, if the breach is one that takes longer than 10 days to cure, and the alleged breaching party begins curing the breach within ten days of receiving written notice of termination and notifies the non-breaching party of the actions taken and the time needed for completion of the cure, the contract will not be terminated for cause if the alleged breaching party diligently cures the alleged breach within the stated time or a reasonable time, whichever is shorter.

2.03 Upon termination of this Agreement Agency shall cease collection activities and return all uncollected accounts to County. All assignments of delinquent accounts will be withdrawn as of the effective date of termination of this Agreement. No new accounts will be referred to Agency after either party receives notice of termination and no new legal action for the collection of delinquent accounts will be commenced after either party receives notice of termination. Upon termination, this

Agreement will nevertheless govern accounts in litigation filed prior to receipt of notice of termination and reduced to judgment prior to termination of this Agreement. All other accounts will be deemed returned to County as of the date of the termination of this Agreement. Upon termination of this Agreement, Agency will hold County harmless for all legal costs and expenses of inmate accounts, including accounts referred by Agency to a collection agency. Except for accounts in litigation as provided above, all amounts received on inmate accounts after termination will be forwarded to County in full.

SECTION THREE APPOINTMENT AND ACCEPTANCE

- 3.01 Unless multiple contracts are awarded, County hereby appoints Agency as the exclusive provider of referred inmate account collection services for the Utah County Jail for as long as this Agreement shall remain in effect. Agency accepts the appointment as exclusive service provider to the County. Utah County employees may nevertheless take any action to pursue and collect referred inmate accounts and such actions shall not be a breach of this Agreement. Inmate account collections received by County from federal or state tax or other withholding are not collections by Agency, are excluded from this agreement and all such amounts collected from federal or state tax or other withholding shall be due in full to County. County will notify Agency of receipt of any funds received on referred inmate accounts.

SECTION FOUR PAYMENT FOR SERVICES RENDERED

4.01 Agency shall be compensated as follows:

- (1) As total compensation for providing the collection services detailed herein, Agency shall be paid from funds collected on inmate accounts by Agency as follows.
- (2) The gross amount recovered by Agency shall be split between County and Agency as follows:
_____ % to Agency
_____ % to County.
- (3) All Agency costs and fees including attorney's fees and court costs incurred in connection with Agency's collection of inmate accounts and referral to other agencies shall be paid by Agency and Agency will hold County harmless therefore. Agency costs and fees including attorney's fees incurred in connection with Agency's collection of inmate accounts and referral to other agencies shall not reduce the amount paid to County under subsection 5(a)(2) above.
- (4) Amounts collected on an inmate account will first be applied to the original debt plus interest and contractual collection fees and second to court costs and court awarded attorney fees. Statutory and contractual interest and collection fees will be divided between the parties on the same percentage as the original debt as provided in 4.01(2).
- (5) Agency shall reimburse County for County's credit and debit card processing fees for transactions processed on the County's merchant account.

4.02 The compensation specified in Section 4.01 above shall be the total compensation received by Agency for providing inmate account collection services pursuant to this Agreement. Agency shall not be entitled to any other compensation under this Agreement for Agency's collection of referred inmate accounts during the term of this Agreement. All Agency costs and expenses including, but not limited to, overhead, operating costs, postage, printing, and material costs (envelopes,

paper, toner, etc) will be the sole obligation of Agency.

- 4.03 Any payments received by County for referred inmate accounts shall be properly receipted and deposited by County, and the percentage due to Agency for referred inmate account collection shall be forwarded or transferred to Agency via check or online transfer on or before the 10th day of the calendar month for all funds received by County during the previous calendar month, except for payments from tax refund withholdings which will be paid 100% to County.
- 4.04 Payments received by Agency for referred inmate accounts shall be properly receipted and deposited by Agency and the percentage due to County shall be forwarded or transferred to County via check or online transfer and received by County on or before the 15th day of the calendar month for all funds received by Agency during the previous calendar month. Agency will provide County a monthly report on or before the 15th of each month as provided in Section 1.08 detailing all referred inmate accounts and all amounts collected, paid to County and retained by Agency in the previous month.. Agency shall provide County with access on reasonable notice to all documents and information necessary to audit and verify the amounts collected by Agency.
- 4.05 Agency shall cause County's portion of all funds paid through the internet to be deposited directly into County's designated bank account so that at no time will Agency have control over County's portion of funds subject to this Agreement. In the unlikely event that a billed inmate sends funds directly to Agency prior to referral, Agency shall promptly forward the same to County in full.

SECTION FIVE ASSIGNMENT

No whole or partial assignment of this Agreement, or of any right, duty or obligation of performance arising under it, or money due under this Agreement, shall be made by either party without the prior written consent of both parties. Agency's engagement of one or more collection agencies pursuant to the terms of this Agreement shall not be deemed an assignment of this Agreement.

**SECTION SIX
GENERAL PROVISIONS**

- 6.01 Time. All services shall be provided in a timely and professional manner. Time is of the essence.
- 6.02 Confidentiality. Agency shall maintain information obtained from County secure and confidential.
- 6.03 Amendments. This Agreement may only be amended in whole or in part by a written amendment approved and signed by the parties hereto. No such amendments will be effective unless signed by both parties.
- 6.04 Authorization. The individuals signing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this Agreement on behalf of the parties.
- 6.05 Integration. This Agreement contains all of the agreements, understandings, representations, conditions, warranties, and covenants made between the parties hereto. Unless set forth herein, or modified as otherwise provided herein, neither party shall be liable for any representations which are not contained in this Agreement. All modifications to the terms and conditions of this Agreement shall be in writing and signed by both the Agency and County before they are deemed legal, and binding.
- 6.06 Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Utah.
- 6.07 No Third Party Beneficiaries. This Agreement is not intended to benefit any party

or person not specifically named as a party herein.

- 6.08 Risk of Loss. Agency shall hold County harmless in the event that funds associated with the Agency's financial functions under this Agreement, while in the possession or control of the Agency, are lost. County shall hold Agency harmless in the event that County funds associated with the Agency's financial functions, while in the possession or control of the County, are lost.
- 6.09 Severability. If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect, unless the invalid or unenforceable provision is material.
- 6.10 Independent Contractor. Agency states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from Utah County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this Agreement. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Agency. Agency is not to be considered an agent or employee of Utah County for any purpose, and the employees of Agency are not entitled to any of the benefits that Utah County provides for County's employees. It is further understood that

Agency is free to contract for similar services to be performed for others while working under the provisions of this Agreement with Utah County.

Both parties agree that Agency shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Agency shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

6.11 Indemnification. Except to the extent arising out of the negligent acts or omissions of County, the Agency agrees to jointly and severally defend, indemnify, and hold the County harmless from any and all liability whatsoever, which may arise from the Agency's performance or provision of services in accordance with this Agreement or from the Agency's failure to perform its obligations under this Agreement. This obligation to indemnify shall include reasonable attorney's fees and all other reasonable costs which may arise from Agency's actions.

6.12 Insurance. The Agency agrees to carry commercial general liability insurance coverage equal to or greater than \$717,100 per person, \$2,455,900 per occurrence, and \$286,900 for property damage in any one occurrence, or as modified by the risk manager pursuant to state statute (UCA 63G-7-604) during the term of this contract. This coverage shall provide insurance to cover the activities of Agency

and Agency's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** The Agency shall maintain the insurance in full force and effect, coverage equal to or greater than the above stated amounts for the duration of this Agreement. The Agency shall submit a certificate of insurance to Utah County naming Utah County as a certificate holder in the minimum amounts indicated above before beginning work. Said coverage shall insure County against any and all liability to County which may arise from the actions or omissions of Agency or its employees or agents.

The Agency shall furnish, with the bid submission, a Certificate of Insurance to Utah County evidencing that the Agency has Workers Compensation Insurance for the Agency, all subcontractors, and all employees of the Agency and/or subcontractors.

6.14 Notices. Any notice, demand, request or any other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, addressed to the appropriate party.

6.15 No Presumption. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it

being acknowledged that all parties have participated in the preparation hereof.

6.16 Attorney's Fees. If either party defaults in performance of the Agreement, or any of its covenants, terms, conditions, or provisions, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or from pursuing any remedy provided hereunder or otherwise provided by law except in the instance that the defaulting party cures the default as provided in this Agreement.

6.17 General Covenants. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The use of any gender shall include the other gender and all business entities. The paragraph and section headings contained in this Agreement are for convenience only, and do not constitute a part of the provisions hereof. In the event of a dispute arising in any manner under this Agreement, Agency agrees that said dispute will be resolved in the courts of the state of Utah and that jurisdiction and venue for any said dispute shall be in Utah. This Agreement shall be binding upon and inure to the benefit of the parties successors in interest. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one agreement. A waiver by any party of any provision of this Agreement, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision.

This Agreement is effective on the date executed by both parties.

AGENCY

By: _____

Dated: _____

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
WILLIAM C. LEE, Chairman

Dated: _____

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy County Attorney

