THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PROPOSALS NO. 037-NN10

COLLECTION AGENCY SERVICES

I. NAME AND ADDRESS OF REQUESTOR

Miami-Dade County Public Schools
Office of the Controller
1450 NE 2nd Avenue, Suite 664
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request for Proposals is to obtain the services of a collection agency to collect the District's outstanding delinquent accounts receivable balances owed by current/prior employees and outside agencies.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Seven (7) copies of this proposal, one of which must be an original, and one (1) CD containing the entire proposal, must be received by 2:00 p.m. (Local Time), April 9, 2013, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Division of Procurement Management
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or any other occurrence. The proposal must be submitted in a sealed envelope or box marked "REQUEST FOR PROPOSALS NO. 037-NN10 - COLLECTION AGENCY SERVICES"

It is anticipated that a proposal(s) may be presented to the School Board for acceptance on or about June 19, 2013. If accepted, notification to the successful proposer(s) will be on or after June 19, 2013. The School Board reserves the right to reject any and all proposals.

IV. GENERAL INFORMATION

Miami-Dade County Public Schools (M-DCPS), the fourth largest school district in the United States, is seeking a collection agency that can provide the necessary accounts receivable collections services to reduce, through successful collections, the District's delinquent receivable accounts. Current accounts receivable are composed of employee salary overpayments, student restitution, and payments due from outside agencies or miscellaneous business transactions. At this time, the delinquent balance of this group of accounts total approximately $1,000,000.

V. SCOPE OF SERVICE

A. Payment to collection agency for collected delinquent balances will be made based on a fixed percentage fee, submitted by the proposer in response to this Request For Proposals. The payment for each collected amount will be calculated by multiplying the percentage fee by the recovered amount. No other collection costs will be paid by M-DCPS.

B. An alternative option that would be considered by the District will require the collection agency to purchase the entire delinquent receivable balance at a discount, with the agency assuming total ownership and collection rights.

C. The stipulated collection fee is to be netted from the recovered amount to be submitted to M-DCPS by the collection agency or the fee may be paid to the collection agency within forty-five (45) days from the date the delinquent balance is received by M-DCPS.

D. Collection agency must notify delinquent account to submit their past due balances directly to a lock box. In the event that a past due payment is made directly to M-DCPS in error, such payment must be submitted to the collection agency immediately.

VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

A. Fee Proposal (i.e., percentage fee charge used for calculating the amount due to the collection agency for collected delinquent amounts), and collection procedures/arrangement.

B. List at least three current customers of comparable size that can be used by M-DCPS as a source of reference. **ATTACHMENT A**

C. Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County's Occupational License Tax requirements in

accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Proposers with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is required to be submitted with the Proposal. If the Proposer has already complied with this requirement a new copy is not required while the license is valid and in effect. It is the Proposer's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the proposal not to be considered for award.

D. All Proposers are required to complete the attached Vendor Information sheet (**ATTACHMENT B**). In order to conduct new business under this proposal, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both these documents must be consistent. Failure to comply with this condition may cause the proposer(s) not to be awarded any new business. Vendor applications can be downloaded at www.dadeschools.net (Click District Offices, and then click Procurement Management).

E. Any other information and/or additional service/incentive that can be used by M-DCPS in the proposal evaluation process.

F. Complete Affirmative Action Employment Breakdown Form. **(Attachment C)**

G. The signature of the authorized person empowered to submit this proposal must be included on the Anti-Collusion statement of this RFP and returned with the proposal. **(Page "ii" of this proposal)**

VII. TERMS OF CONTRACT

The initial contract period shall be for a two (2) year period with services to commence August 25, 2013, through August 24, 2015. The contract may, by mutual agreement between the School Board and the Awardee, be extended for up to five (5) additional one-year periods and, if needed, 90-days beyond the current contract period. The School Board, through Procurement Management Services, shall, if considering an extension, request a letter of intent to extend from the Awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon.

The School Board, by law, shall reserve the right to cancel the contract at the end of the year of the contract term or fiscal year, as well as in the event the services rendered do not comply with the provisions of the proposal and/or the quality of service is found to be undesirable.

VIII. INSURANCE REQUIREMENTS

At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined bellow:

1. Professional Liability Insurance in the name of the proposer with limits of liability not less than $1,000,000 per wrongful act.

2. Commercial General Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

3. Worker's Compensation Insurance for all employees of the proposer as required pursuant to the provisions of § 440, Florida Statutes.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firms policy(ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firms insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the polices to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm failure to perform the agreement terms.

IX. <u>INDEMNIFICATION</u>

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Vendor's performance under this Agreement or to the extent caused

by negligence, recklessness, or intentional wrongful conduct of the Vendor or other persons employed or utilized by the Vendor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition t to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Vendor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Vendor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Vendor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND: The Vendor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Vendor's performance under this Agreement.

X. EVALUATION OF PROPOSALS

Representatives of the District will evaluate proposals in order to ascertain which proposal best meets the needs of the School Board. The evaluation of the proposals will be made on or about April 29, 2013. The evaluation committee will consider the following specific criteria:

A. Responsiveness of the proposal, clearly stating an understanding of the work to be performed and meeting all the guidelines;

B. The background, qualifications, experience, skills, and/or expertise in delinquency receivable collections, and the ability to respond in a timely accurate manner to the District's requirements;

C. Collection fee charged to the District or successful collections;

D. M/WBE Participation; and

E. Past Performance.

The School Board reserves the right to reject any or all proposals, to further negotiate proposals by the successful proposer(s) for terms more favorable to the District, to waive any irregularities or informalities, to accept or reject any items or combination of items, to request clarification of information submitted in any proposal and to request additional information from any proposer. Following the selection of a

proposal and approval by the School Board, a professional services agreement acceptable to the School Board Attorney will be entered into with the successful proposer. Unsuccessful proposers will not receive additional information following the issuance of a final decision.

The selection committee will consist of the following members:

- Representative; Office of the Controller;
- Representative; General Accounting Department;
- Representative; Management & Compliance Audits;
- Representative; Office of Treasury Management;
- Representative; Office of Economic Opportunity/M/WBE and
- Representative; Procurement Management Services or designee (non-voting)

XI. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

A. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

B. Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. (**ATTACHMENT C)**

M/WBE Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

http://procurement.dadeschools.net/pdf/3920.pdf

XII. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of proposals is as follows:

Procurement Contract Review Committee	January 31, 2013
Mailing of Request for Proposals	March 6, 2013
Deadline for Questions	March 15, 2013
Deadline for Submission of Proposals	April 9, 2013
Evaluation of Proposals	April 24, 2013
Recommendation for Award	June 19, 2013

XIII. ADDITIONAL INFORMATION

Specific information concerning this RFP should be e-mailed prior to the deadline for questions, referencing the RFP by page number and paragraph, no later than 4:00 p.m., March 15, 2013, to:

Ms. Barbara D. Jones, CPPB,
Procurement Management Services
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132
(305) 995-2348
E-mail bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS' website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp