

**REQUEST FOR PROPOSAL**

**DEBT COLLECTION SERVICES**

**ISSUED BY**

**CITY OF ST. LOUIS, MISSOURI**

**Francis G. Slay**

**Mayor**

*Date Issued*

*January 22, 2014*

**1.0 INFORMATION FOR RESPONDENTS**

**1.1 Purpose and Intent:**

This Request for Proposal (“RFP”) for Debt Collection Services is issued by and through the Mayor’s Office on behalf of the City of St. Louis, Missouri (“City”).

The purpose of this RFP is to solicit sealed proposals from a qualified firm or organization (e.g., sole practitioner, law firm, or debt collection agency) authorized to do business in the City and State of Missouri, through competitive negotiations, to provide debt collection services for delinquent accounts receivable, subject to satisfactory performance, and subject to all conditions as outlined herein.

**1.2 Background:**

As is the case in many local governments, the City of St. Louis has numerous operating departments and agencies that conduct separate billing and collections activity for various charges, fees, and fines. The City seeks assistance from an experienced professional to help collect additional revenue to further strengthen its operating budget and allow the City to provide more services to its citizens.

**1.3 Timetable:**

The following is the tentative timetable for the selection process:

January 15, 2014	Selection Committee Meets to review and approve RFP
January 22, 2014	RFP issued
February 7, 2014	Questions/inquiries submitted no later than 4:00 p.m. CST
February 14, 2014	Deadline for receipt of proposals
February 20, 2014	Selection Committee recommendation(s)

The City reserves the right to modify the above schedule should it be in its best interests to do so, and in that event, will duly notify all interested vendors.

The City is employing an open, competitive process for soliciting proposals from qualified firms and selecting a contractor. All interested firms will be afforded a reasonable opportunity through this procurement process to demonstrate the capabilities of their respective services as determined by the City. Qualified firms may be requested to make presentations as a prelude to the City’s final selection decision. Using criteria set forth herein, the City will select one firm to provide the required services.

1.3.1 Question and Answer Period:

All questions and inquiries must be submitted via email and/or U.S. mail no later than February 7, 2014 at 4:00 p.m. CST, to the attention of the following individual:

Mr. Ronald H. Smith  
Operations Manager  
Office of the Mayor  
Room 200, City Hall  
1200 Market Street  
St. Louis, MO 63103  
[smithr@stlouis-mo.gov](mailto:smithr@stlouis-mo.gov)

The Mayor's Office will maintain a list of all entities requesting copies of this RFP, and shall ensure that copies of all questions and responses hereto shall be made available to each entity on such list. Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

After submission of proposals, unless requested by the Mayor's Office, contact with the Mayor's Office is limited to status inquiries only, and such inquiries are only to be directed to the above-named individual.

1.3.2 Submission of Proposal

In order to be considered by the Selection Committee, all proposals must be received by the Mayor's Office at the appropriate location by the required time. Proposals received after this deadline will not be accepted. The date, time and location are as follows:

<b><u>Date:</u></b>	<b>Friday February 14, 2014</b>
<b><u>Time:</u></b>	<b>4:00 P.M. CST</b>
<b><u>Location:</u></b>	<b>Mr. Ronald H. Smith Operations Manager Office of the Mayor Room 200, City Hall 1200 Market Street St. Louis, MO 63103 <a href="mailto:smithr@stlouis-mo.gov">smithr@stlouis-mo.gov</a></b>

Proposals must be labeled on the outside of the package **PROPOSAL FOR DEBT COLLECTION SERVICES** to clearly indicate that they are in response to this RFP.

Each respondent must submit **one (1) sealed, complete, hard copy ORIGINAL proposal and seven (7) full, complete and exact hard copies** of the original. Each respondent must also submit one (1) copy in electronic format. Your proposal must be signed by an officer of your company and indicate that such officer is authorized to commit on behalf of your firm.

## **2.0 SCOPE OF WORK**

### **2.1 Goals/Objectives:**

- To increase revenue to the City, with no additional costs incurred by the City.
- To retain a qualified firm or organization to pursue debt collection on accounts on an as-needed basis as determined by the City.
- To find solutions that meet the different needs for different case types within each City department or agency.
- To allow all qualified firms interested in providing these consulting services an equal opportunity to do so.

### **2.2 Scope of Services:**

The City seeks to enter into an agreement with a qualified firm or organization to perform the following services:

- Examine all delinquent accounts referred to the qualified firm by the City.<sup>1</sup>
- Determine ways to enhance debt collection on referred accounts.
- Provide the City with notice of all legal actions considered, and obtain prior approval from the City before settling or compromising any account. Collections shall be subject to all applicable federal, state and local laws, rules and regulations.
- Maintain all correspondence and financial records for audit purposes.
- The firm or organization shall obtain prior written approval from the City for any subcontractors, who shall be considered any legal entity supplying services or work under subcontract to the firm or organization.

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<sup>1</sup> Collections for City Forestry Division (Department of Parks, Recreation and Forestry), Building Division and Fire Department EMS (Department of Public Safety) are under separate contract. City water bills (Department of Public Utilities, Water Division), personal property and real estate taxes (City Assessor) are managed by the City Collector of Revenue.

### 2.3 Reports:

The respondent shall provide the Mayor's Office with quarterly debt collection reports showing debts collected, percentage of debt collection, outstanding debts, and any other information that the Mayor's Office may require from time-to-time. The report may be submitted in electronic format or paper format, provided the electronic format can be printed in a legible, convenient manner for processing by accounting offices.

### 2.4 Pricing Provision:

The respondent's proposal must contain specific and detailed pricing and cost information (as outlined in Section 4.0).

## 3.0 **PROPOSAL EVALUATION**

### 3.1 Selection Committee:

The selection process for professional services contracts, established by City Ordinance No. 64102, calls for a Selection Committee composed of two (2) representatives from the City department issuing the RFP (in this case, the Mayor's Office), and one (1) representative from each of the three members of the City's Board of Estimate & Apportionment (Mayor, Comptroller, President of the Board of Aldermen), for a total of five (5) members. Decisions of the Selection Committee shall be final, subject only to approval of the Board of Estimate and Apportionment.

The Selection Committee reserves the right to interview, or call for a presentation from, any respondent submitting a proposal, as well as form additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated and approved by the Board of Estimate and Apportionment.

### 3.2 Selection Criteria:

The successful firm or organization will be required to enter into a contract with the City. The Selection Committee will review proposals submitted and they will be considered and evaluated based on, but not limited to, the following:

- The qualifications and experience of the firm and its personnel to perform the requested services, as requested in this RFP.

- How the firm will address the stated Goals and Objectives (Section 2.1 in this RFP) and the specific items identified in the Scope of Services (Section 2.2). Include the work plan and technical approach, as well as the ability of your firm to provide innovative solutions.
- The firm's familiarity and experience working with all applicable federal, state and local laws that affect the collection of debts.
- The firm's collection philosophy, techniques and use of available technology, including locating debtors by tracking unknown ownership and/or addresses, and the time necessary to process and remit receipts to the City.
- The firm's experiences and successes with similar debt collection services for other municipalities of the size and nature of the City of St. Louis. Provide detailed descriptions of three (3) or more collection efforts from other public entities for which similar work has been performed within the last five (5) years. Include services provided, methodology, chronologies, expenditures, compensation, and documented results (include a point of contact).
- The firm's proposal to handle expenses associated with the processing of accounts, and what costs, if any, will be passed on to the City.
- Proximity of the firm to the City.
- The firm's level of **Minority and Women's Business Enterprise (MBE/WBE) participation**. The City of St. Louis is fully committed to involving M/WBE firms in meaningful roles on all consultant contracts. To that end, the City, acting through its Disadvantaged Business Enterprise (DBE) Program Office, has established a goal of **25% MBE** and **5% WBE** participation in connection with the contract resulting from this RFP. A copy of the City's Directory of Certified M/WBE's is available on the DBE Office website: [www.mwdbe.org](http://www.mwdbe.org) or by contacting the DBE Office at 314-551-5000. A M/WBE Utilization Plan form is attached to this RFP (Appendix 1).

### 3.3 Reservation:

The City reserves the right to accept any of the proposals submitted, to reject any and all proposals submitted, to modify or amend any proposal prior to acceptance, to award the contract to a firm other than the firm submitting the lowest cost proposal, without negotiation, and/or to proceed to effect any agreement otherwise as it may deem in the best interest of the City.

#### **4.0 TERM OF CONTRACT AND CONTRACTOR FEES**

The contract term will be for a minimum of two (2) years and a maximum of three (3) years, and with the option of up to two (2) additional one-year extensions, upon approval by both parties.

Firms shall submit a firm, fixed fee schedule for completion of all tasks identified in the Scope of Work. Fees shall include all anticipated services, and shall be paid as a percentage of receivables collected with no additional cost to the City.

#### **5.0 ADDITIONAL INFORMATION**

##### **5.1 Amended Proposals:**

A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must clearly be identified as such in the transmittal letter. The Mayor's Office will not merge, collate or assemble proposal materials.

##### **5.2 Right to Withdraw Proposal:**

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The respondent must submit a written withdrawal request, signed by the respondent's duly authorized representative(s), and addressed to the Mayor's Office.

##### **5.3 Revisions to this RFP:**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. There are no designated dates for release of addenda; therefore, interested respondents should check the City website on a daily basis from time of RFP issuance through the RFP deadline date. It is the sole responsibility of the respondents to be knowledgeable of all addenda related to this RFP.

##### **5.4 Respondent Responsibility:**

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents a full understanding of the requirements of this RFP.

**5.5 Cost Liability:**

All costs incurred by respondents in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentations, if required, shall be borne solely by the respondent. The City is not responsible for any costs associated with this proposal submission.

The firm selected shall be responsible for coordinating and establishing interface between City Courts and Regional Justice Information Services (REJIS) for transferring/integrating data.

**5.6 Audits:**

The City of St. Louis and the City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFP, and for five (5) years following termination, to all of the firm's books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the firm's full compliance with contract documents. In those situations where the firm's records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.

**5.7 Contents of Proposals:**

All materials submitted in accordance with this RFP will become and remains the property of the City and will not be returned. All proposals shall be considered public records, and as such, shall be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time after proposals are submitted. Thus, proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

**5.8 No Obligation:**

This RFP in no manner obligates the City or the Mayor's Office to the eventual purchase of services offered until confirmed by an executed written agreement approved by the Mayor's Office and the City's Board of Estimate and Apportionment. Progress toward this end is at the discretion of the Mayor's Office and may be terminated at any time prior to the signing of an agreement.

5.9 Termination:

This RFP may be canceled at any time and any proposals may be rejected, in whole or in part, when the Mayor's Office determines it is in the best interest of the City.

5.10 Governing Law:

This RFP, and any agreement with respondents that may result, shall be governed by the laws of the City of St. Louis and the State of Missouri.

5.11 Nondiscrimination:

In connection with the contract resulting from this RFP, the firm agrees that in performing any services resulting from this RFP, neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, color, sex, age, disability, religion, sexual orientation or expression, national ancestry or origin.

5.12 Americans with Disability Act:

In connection with the furnishing of goods and services under any contract resulting from this RFP, the firm shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

5.13 Living Wage Ordinance:

Any contract executed pursuant to this RFP is subject to the City of St. Louis Living Wage Ordinance 65597 (which may be viewed at [www.mwdbe.org/livingwage](http://www.mwdbe.org/livingwage) ), and respondents are encouraged to review this ordinance prior to making their submissions.

5.14 Employees:

Respondents will be required to comply with § 285.530 RSMo. (2009) and are encouraged to review this statute prior to making their submission.

5.15 Indemnification:

Each respondent, in seeking, receiving or possessing this RFP, and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representatives and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting the selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

**CITY OF ST. LOUIS  
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE)  
UTILIZATION PLAN**

**CONTRACTING AGENCY:**  
**PROJECT NAME:**  
**NAME OF PRIME CONSULTANT:**

**PROJECT GOAL: \_\_\_\_\_% MBE; \_\_\_\_\_% WBE**

The prime consultant shall utilize and require all subconsultants to utilize the maximum number of certified minority and women-owned business enterprises possible and will purchase materials and supplies from minority and women-owned business enterprises to the maximum extent feasible, and to this end, the prime consultant will inform each subconsultant of this requirement, The prime consultant shall utilize the services and/or supplies to be provided by the following certified minority and women-owned business enterprises in the execution of this contract.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON	CERTIFYING AGENCY CERTIFICATION DATE CATEGORY CERTIFICATION NO.	WORK TO BE PERFORMED	M/WBE PERCENT

\_\_\_\_\_  
PRIME CONSULTANT AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE