



COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF GENERAL SERVICES

RFP#11-9025-3CS

PAUL N. PROTO
DIRECTOR

April 8, 2011

**Request for Proposal
COLLECTION SERVICES
FOR COMMONWEALTH'S ATTORNEY
County of Henrico, Virginia**

Your firm is invited to submit a proposal to provide Collection Services for the Commonwealth's Attorney in accordance with the enclosed specifications. The submittal, consisting of the original proposal and four (4) additional copies marked, "**COLLECTION SERVICES FOR THE COMMONWEALTH'S ATTORNEY**", will be received no later than **2:30 p.m., April 29, 2011** by:

IN PERSON OR SPECIAL COURIER
County of Henrico
Department of General Services
Purchasing Office
1590 E. Parham Road
Henrico VA 23228

OR

U.S. POSTAL SERVICE
County of Henrico
Department of General Services
P O Box 90775
Henrico VA 23273-0775

**This RFP and any addenda are available on the County of Henrico website at: www.co.henrico.va.us
The Bids and Proposal link is listed under the Henrico Business Section on the homepage. Please contact Richard Edwards at (804) 501-5687 or edw@co.henrico.va.us if you need technical assistance downloading this document.**

Time is of the essence and any proposal received after **2:30 p.m., April 29, 2011**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, Department of General Services. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The Commonwealth's Attorney reserves the right to accept or reject any or all proposals submitted.

Technical questions concerning this Request for Proposal should be submitted to sto05@co.henrico.va.us no later than 5:00 p.m., April 18, 2011. The Commonwealth's Attorney will respond in writing to all questions received by issuance of a Question and Answer or Addenda format. This will be available on the County's Internet site and posted on eVA no later than close of business on April 21, 2011.

Very truly yours,
Paul N. Proto
Director of General Services

Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Manager
Sto05@co.henrico.va.us
(804) 501-5685

1590 E. PARHAM ROAD / P O BOX 90775 / HENRICO VA 23273-0775
(804) 501-5660 FAX (804) 501-5693

**REQUEST FOR PROPOSAL
COLLECTION SERVICES
FOR COMMONWEALTH'S ATTORNEY
COUNTY OF HENRICO, VIRGINIA**

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP), and resulting contract, is to solicit proposals for collection services with a private contractor (private attorney or private collection agency) for fines and costs for traffic and criminal cases for the Commonwealth's Attorney, County of Henrico, Virginia.

II. BACKGROUND:

Pursuant to Virginia Code §19.2-349, the Commonwealth's Attorney has the duty of collecting fines and costs for traffic and criminal cases in accordance with guidelines promulgated by the Office of the Attorney General, the Executive Secretary of the Supreme Court, the Department of Taxation and the Compensation Board. The majority of collections referred are fines and costs. This contract will assist the Commonwealth Attorney in meeting his statutory duties under Virginia Code §19.2-349 to make inquiry as to why such amounts are unpaid and, if they can be satisfied, to institute collection procedures.

The total fines and costs collected in recent years are listed below:

Fiscal Year ending 2010 - \$2,245,135
Fiscal Year ending 2009 - \$2,224,075
Fiscal Year ending 2008 - \$1,211,093

This service has been provided by a private attorney during the current contract period.

Listed below is additional historical information:

Current Dollar Value of Accounts Assigned: \$41,195,474
Current Number of Accounts Assigned: 105,443

It is strongly preferred that the Successful Offeror have an office in the Richmond metropolitan area. Many of the individuals who owe fines and costs are residents of Henrico County or the Richmond metropolitan area. The entity that does collections must have an office conveniently located for people to make payments or propose convenient alternative and successful payment methods. Many people who owe fines have suspended driver's licenses and, therefore, have limited options for transportation. Collection entities without an office in the Richmond metropolitan area to accept payments from walk-in customers, would need to show that any alternative method of accepting payments without a local office would be equally convenient to persons making payments, would be as effective as having a local office, and would not shift any of the work to the Clerk's offices.

Individuals who owe fines and costs can pay directly to the respective Clerk of Court within 41 days of the fine and cost being imposed and no fee is awarded to the collection entity. After 41 days, the Clerks of Court refer the account to the collection entity. No fee is paid on any account collected by the Virginia Tax Dept. by withholding tax refunds or otherwise regardless of when collected.

III. SCOPE OF SERVICES:

A. CONTRACT GUIDELINES

1. The contract made pursuant to Virginia Code § 19.2-349 is made between a contractor, either an attorney in private practice who is a member in good standing with the Virginia State Bar or a private collection agency, and the Commonwealth's Attorney. The contractor is an independent contractor and not an agent of the Commonwealth's Attorney. The contract contemplates that the contractor shall make reasonable and diligent efforts by lawful means to collect unpaid fines, costs, forfeitures or penalties in cases referred to a contractor by the Commonwealth's Attorney. Court-ordered restitution in a criminal case is not a debt contemplated under the contract. (See Form Contract Paragraphs 1, 2 – Attachment D)
2. The contracting attorney may not subcontract to any other individual or agency unless co-counsel is required in those instances when the debtor is located in another state. Any such subcontract must be approved in writing by the Commonwealth's Attorney. This provision does not prohibit the use of other lawyers in the same firm or a professional corporation. A contracting collection agency may not refer the account to another collection agency or to an attorney unless specifically authorized in writing by the Commonwealth Attorney's Office. (See Form Contract Paragraph 3 – Attachment D)
3. The period of the contract will be twelve months. It may be renewed for no more than four additional twelve-month periods, provided such renewals are pursuant to prevailing terms and conditions as promulgated and amended by the Office of the Attorney General, the Executive Secretary of the Supreme Court, the Department of Taxation and the Compensation Board. The contractor will be compensated in an amount negotiated between the Commonwealth's Attorney and the contractor. Typically, this amount will not exceed 30 percent of all monies actually collected through the contractor's efforts. It is the responsibility of the contractor to notify the Office of the Executive Secretary of the Supreme Court of the compensation percentage rate agreed to by the Commonwealth's Attorney and the contractor. Such notification shall occur within five business days of the effective date of the commencement, renewal, or amendment of this contract. If the debtor makes payments directly to the court, the compensation due to a private contractor for the collection of that account shall be calculated at a rate which is three percentage points less than the amount agreed to by the Commonwealth's Attorney and the private contractor. (See Form Contract Paragraphs 4, 8 – Attachment D)

4. Each account shall be transferred to the contractor at the time the contract is effective until the account is collected in full or until contract termination, whichever occurs first, subject to the provision of Virginia Code § 19.2-341. The compensation due the contractor shall be calculated by the terms of the contract in effect at the time the payment is collected, even if the contractor had undertaken collection efforts on the account under a predecessor contract prior to the effective date of the current contract. (See Form Contract Paragraphs 8,9 – Attachment D)
5. Should the contract terminate for any reason whatsoever, the contractor shall return all accounts to the Commonwealth's Attorney together with a report containing the account status, address and employment information concerning the debtor, to the extent permitted by law. In addition, the contractor shall provide a schedule of all accounts, which have been docketed in any circuit court. A copy of this report shall also be sent to the appropriate court. The contractor shall also file a final report in compliance with paragraphs 9 and 10 of the guidelines. After the contract has terminated, the contractor may not accept direct payments from the debtor and the contractor will not be compensated for any payments made to the court. The contractor may not begin collection efforts on any new accounts after the contract period has terminated. (See Form Contract Paragraphs 4, 7 – Attachment D)
6. The contract is subject to amendment at any time by the provisions approved by the Office of the Attorney General, the Executive Secretary of the Supreme Court, the Department of Taxation, and the Compensation Board. However, should any such required amendment be unacceptable to any party, that party may terminate the contract. The parties are bound to adhere to current guidelines as they are promulgated and/or amended by the Office of the Attorney General, The Executive Secretary of the Supreme Court, the Department of Taxation, and the Compensation Board. Amendments to the guidelines will be sent to the contractor within five business days after receipt by the Commonwealth's Attorney. In general, either party may terminate the contract for any reason upon thirty days notice. If the contract is terminated, the contractor must return all unused forms which have been provided by the court for his use in his duties pursuant to the contract. (See Form Contract Paragraphs 5, 6, 7 – Attachment D)
7. The clerk of the appropriate court will provide to the Commonwealth's Attorney a list of cases having unpaid fines, costs, forfeitures and penalties, hereafter called "accounts" which will be in the form of a list of judgments resulting from such cases. This list will be provided to the contractor by the Commonwealth's Attorney. The contractor will not be provided the file or copies of the files on a routine basis. However, the clerk will provide reasonable access to information in such files as necessary to make collections under the contract on a mutually convenient schedule with the contractor. (See Form Contract Paragraph 9 – Attachment D)

8. The contractor has no authority whatsoever to compromise or settle a claim for less than the amount due, including interest. The contractor shall be responsible for calculating and collecting ongoing interest using interest tables provided by the appropriate court. (See Form Contract Paragraph 10 – Attachment D)
9. The contractor shall make reports and disbursements to the clerk of the appropriate court no less frequently than on a monthly basis. A copy of these reports must be provided to the Commonwealth's Attorney for information purposes. The contractor may choose to make reports and disbursements more frequently than on a monthly basis. Each report, however, must be accompanied by a disbursement check to cover the monies collected by the private contractor since the last report filed. (See Form Contract Paragraphs 11, 12 – Attachment D)

(b) Pursuant to subsection E of item 22 of Chapter 1 of the 1998 Special Session of the General Assembly, the Office of the Executive Secretary of the Supreme Court (OES) has established the following procedures for the clerks of all district and circuit courts to accept the remittance of unpaid delinquent court-ordered fines, costs, forfeitures and penalties:

On a weekly basis, the clerk of the appropriate court shall transmit to the private contractor a record of all payments received during that period by the court directly from the debtor. On a weekly basis, the clerk will draw a check on the court's account made payable to the private contractor which reflects all commissions due the contractor for payments received by the court during that period on accounts of the contractor and any necessary adjustments for items such a dishonored checks and disputed credit card payments. This check will be transmitted with the court's weekly report of payments received.

10. The contractor may wait for a period of no longer than one monthly reporting period after receipt of a debtor's check to ensure payment on the debtor's check before report and disbursement of these monies to the clerk. No refunds will be made by the clerk to the contractor for non-payment of a debtor's check. (See Form Contract Paragraph 11,12 – Attachment D)
11. The contractor must use forms, which are approved by the OES. The contractor must use any new forms created by the OES, any forms as amended by the OES, and cease using forms withdrawn by the OES as such changes are implemented, without further amendment of the contract. Notification of formal changes shall be sent to the contractor within five business days after receipt by the Commonwealth's Attorney. (See Form Contract Paragraph 13 – Attachment D)

12. The contractor shall not engage in any unethical or illegal actions in the collection of these accounts. The contractor must agree to bear the liability for any errors, damages, or injuries that occur during the course of his contract and as a result of his contract work. The Commonwealth of Virginia, the Commonwealth's Attorney, and the County of Henrico, together with their respective employees, contractors and agents must be held harmless for any such damages. The contractor must also agree to retain all records for a period of at least five years and make the records available for inspection at any time by the Auditor of Public Accounts and/or by the Commonwealth's Attorney. (See Form Contract Paragraphs 14, 15 – Attachment D)
13. The contractor, at no additional cost to the Commonwealth of Virginia (including its courts and its Commonwealth's Attorneys), will bond or otherwise insure through third party insurers licensed to do business in Virginia the faithful performance of the contractor and each person employed by him who may collect and disburse any unpaid fines, costs, forfeitures or penalties and interest thereon in cases referred to the Contractor by the Commonwealth's Attorney. Each such person shall be individually bonded or insured for at least \$1,000,000 each, or such higher sum as will provide coverage for collections, with the Commonwealth's Attorney, the County of Henrico and the Commonwealth of Virginia and their respective officers, agents and employees named as additional insureds. The contractor shall provide documentary proof of such coverage to the Commonwealth's Attorney at contract execution. The bond or insurance shall include a minimum of six months "discovery period". (See Form Contract Paragraph 16 – Attachment D)
14. Only one contractor shall be under contract at any time to collect any unpaid fines, costs, forfeitures and penalties imposed by a particular court.
15. Parties to the contract should be aware that it may be a violation of the Virginia Code of Professional Responsibility for a contractor who is an attorney to represent defendants in criminal cases in the same jurisdiction in which the Commonwealth's Attorney prosecutes criminal cases.
16. The contractor is advised that the Commonwealth's Attorney has access to certain information from the Department of Motor Vehicles and/or the Virginia Employment Commission, which could facilitate the collection process. The Commonwealth's Attorney will consider providing this information to the contractor when requested in a manner acceptable to the Commonwealth's Attorney. The contractor may use this information only in furtherance of collection efforts under the terms of the contract.

17. The contractor must take appropriate steps to ensure that judgments are docketed in each jurisdiction wherein the debtor is known to own an interest in realty. The contractor should notify the clerk in writing when a judgment has been docketed in a jurisdiction other than that in which the fines, costs, forfeitures and penalties were originally imposed. The contractor must release any judgment obtained while under contract upon full payment at any time while the contractor retains the authority to do so under the terms of the contract. (See Forms Contract Paragraph 7 – Attachment D)
18. The contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information or proprietary data and any parts thereof whereby the contractor or any contractor's personnel may gain access while under contract with the Commonwealth's Attorney. Revealing, copying or using in any manner whatsoever any contents which have not been authorized by the Commonwealth's Attorney are strictly prohibited.

IV. ANTICIPATED SCHEDULE:

The following represents a tentative outline of the process currently anticipated by the Commonwealth's Attorney:

- Request for Proposals distributed April 8, 2011
- Technical questions due April 18, 2011 5:00 p.m.
- Receive written proposals April 29, 2011, 2:30 p.m.
- Conduct oral interviews with Offerors May 25, 2011
- Contract/installation begins after July 1, 2011

V. COMMONWEALTH'S ATTORNEY RESPONSIBILITIES:

The Commonwealth's Attorney will designate an individual to act as the Project Manager for all work performed under this contract. The Project Manager shall coordinate the work, and shall have the authority to make decisions in writing binding their respective employers on matters within the scope of the contract.

VI. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Award Of The Contract:

1. The Commonwealth's Attorney reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms or bonds required by the RFP.

3. Any contract resulting from this RFP is not assignable.
4. Upon making an award, or giving notice of intent to award, the County on behalf of the Commonwealth's Attorney will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Office
North Run Office Complex
1590 East Parham Road
Henrico VA 23228

Eastern Government Center
3820 Nine Mile Road
Henrico VA

Henrico Government Center
4301 E. Parham Road
Henrico VA

Notice of award or intent to award may also appear on the Purchasing Office website: <http://www.co.henrico.va.us/departments/genserv/purchasing/>

B. Collusion:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

C. Compensation:

The Contractor will be compensated in accordance with the provisions identified in Section III, Scope of Services.

D. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

E. Default

1. If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the Commonwealth's Attorney may consider the Successful Offeror to be in default. In the event of default, the Commonwealth's Attorney will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the Successful Offeror fails to cure said default within twenty days, the Commonwealth's Attorney, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the Commonwealth's Attorney in completing the system to a capability equal to that specified in the contract.

F. Discussion of Exceptions to the RFP

The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

Please identify with proposal submission any "Exceptions to RFP".

G. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312)

1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited:

1. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited:

As required by Virginia Code 2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform Act of 1986.

J. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the Commonwealth's Attorney and its employees, the County of Henrico and its employees, the Clerk of the Circuit Court and its employees, Clerk of General District Court and its employees, Clerk of Juvenile Domestic and Relations Court and its employees and the Commonwealth of Virginia, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the above listed indemnified parties sole negligence.

K. Insurance Requirements:

The Successful Offeror shall maintain insurance to protect itself and the Commonwealth's Attorney and its employees, the County of Henrico and its employees, the Clerk of the Circuit Court and its employees, Clerk of General District Court and its employees, Clerk of Juvenile Domestic and Relations Court and its employees and the Commonwealth of Virginia from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A)**

L. No Discrimination against Faith-Based Organizations:

The Commonwealth's Attorney does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2. -4343.1.

M. Offeror's Performance:

1. The Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
2. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Offeror shall cooperate with Commonwealth's Attorney officials in performing the contract work so that interference with normal program will be held to a minimum.
4. The Offeror shall be an independent contractor and shall not be an employee of the Commonwealth's Attorney.

N. Ownership of Deliverable and Related Products:

1. The Commonwealth's Attorney shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent that the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the Commonwealth's Attorney of Henrico, Virginia.
2. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches in the best interest of the Commonwealth's Attorney.

O. Record Retention/ Audits:

1. The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offeror's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence.
2. Commonwealth's Attorney personnel may perform in-progress and post-audits of Offerors records as a result of a contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

P. Safety:

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia/Virginia Occupational Safety and Health shall apply to all work under this contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. Any operations of the Successful Offeror determined to be hazardous by the Commonwealth's Attorney, shall be immediately discontinued by the Successful Offeror upon receipt of either written or oral notice by the Commonwealth's Attorney to discontinue such practice.

Q. Severability

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

R. Small, Women-Owned and Minority-Owned (SWAM) Businesses:

The Commonwealth's Attorney welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Commonwealth's Attorney. The Commonwealth's Attorney actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at <http://www.co.henrico.va.us/departments/genserv/purchasing/> and may be viewed under the Bids and Proposals Link.

S. Subcontracts:

- 1, No portion of the work shall be subcontracted without prior written consent of the Commonwealth's Attorney of Henrico, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the Commonwealth's Attorney the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.
2. The Commonwealth's Attorney encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Coordinator (804-501-5689) or the Virginia Department of Minority Business Enterprises <http://www.dmbe.state.va.us/>

T. Taxes:

1. The Offeror shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Commonwealth's Attorney and the Offeror, as the taxes shall be an obligation of the Offeror and not of the Commonwealth's Attorney, and the Commonwealth's Attorney shall be held harmless for same by the Offeror.
2. The Commonwealth's Attorney is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

U. Termination of Contract:

1. The Commonwealth's Attorney reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the Commonwealth's Attorney.
3. Notwithstanding anything to the contrary contained in the contract/purchase order between the Commonwealth's Attorney and the Successful Offeror, the Commonwealth's Attorney may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the Offeror.

4. If the termination clause is used by the Commonwealth's Attorney, the Offeror will be paid by the Commonwealth's Attorney for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

V. Authorization to Transact Business in the Commonwealth

1. Any business entity that enters into a written contract with the Commonwealth's Attorney that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. (Attachment E)
2. Any business entity described in paragraph A above that enters into a contract with the Commonwealth's Attorney shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.
3. The Commonwealth's Attorney may, in its sole discretion, void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, entitled "Authorization to Transact Business in the Commonwealth."

W. Contract Period:

1. The contract period shall be from July 1, 2011 through June 30, 2012. The collection fees charged shall be firm for the contract period. The collection fees for each subsequent contract year will be renewed at the same rate.
2. The contract may be renewed for four (4) additional one-year terms provided such renewals are pursuant to prevailing terms and conditions as promulgated and amended by the Office of the Attorney General, the Executive Secretary of the Supreme Court, the Department of Taxation and Compensation Board.

X. Performance Bond:

The contractor, at no additional cost to the Commonwealth of Virginia (including its courts and its Commonwealth Attorney), will bond or otherwise insure through third party insurers licensed to do business in Virginia the faithful performance of the contractor and each person employed by him who may collect and disburse any unpaid fines, costs and other sums which the contractor was employed to collect. Each such person shall be individually bonded or insured for at least \$1,000,000.00 or such higher sum as will provide coverage for collections, with the Commonwealth of Virginia listed as an additional insured. The contractor shall provide documentary proof of such coverage to the Commonwealth Attorney.

VII. PROPOSAL SUBMISSION REQUIREMENTS:

- A.** The Commonwealth's Attorney will not accept oral proposals, nor proposals received by telephone, FAX machine or other electronic means.
- B.** All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C.** The Proposal Signature Sheet (**Attachment B**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D.** The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- E.** The time proposals are received shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
- F.** By submitting a proposal in response to this Request for Proposal, the Offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- G.** The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
- H.** **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia). (Attachment C)**
- I.** A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of its intentions.
 - 1.** If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.

2. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.
 3. No proposal can be withdrawn after the time set for the receipt of proposals and for one hundred twenty (120) days thereafter.
- J.** Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offerors requesting clarification or interpretation of or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Purchasing Office, Division of General Services, at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from the Purchasing Office and it shall be signed by the Director of General Services or a duly authorized representative. **Each Offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.**
- K.** All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

VIII. PROPOSAL RESPONSE FORMAT:

- A.** Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
- B.** The Offeror should include in their proposal the following:
1. Table of Contents – All pages are to be numbered
 2. Introduction
 - Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal
 - Proposal Signature Sheet – Attachment B**
 - Proprietary/Confidential Information – Attachment C**
 - Authorization to Conduct Business in Virginia – Attachment E.**
 3. Executive Summary
 - Response to Scope of Services –The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.

Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time. Resumes should be included.

References – provide a minimum of four (4) references, which could attest to the Offeror's past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers. Offerors may not use the Commonwealth's Attorney as one of their references.

Fiscal Stability – provide evidence of your firm's current financial stability and solvency.

Implementation Plan – A time schedule for proposed time frame and phases if applicable.

Documents/Reports - Provide copies of any documents that will be utilized in the debt collection process to include available reporting capability.

Please provide information to include the following:

1. Number of years providing debt collection services.
 2. Past performance in the field of debt collection.
 3. Descriptions of the different types of accounts your company has serviced.
 4. Evidence of affiliation with relevant professional associations.
 5. Describe ability to collect debts nationally and file reports with all major credit bureaus if applicable.
 6. Discuss the success rate of your firm in collecting outstanding debt and the length of time to collect accounts.
 7. Discuss your firm's compliance with the Federal Fair Debt Collection Practices Act (FDCPA).
 8. Discuss your firm's cash-handling/credit card procedures and controls.
 9. Describe in detail the specific procedures that will be in the debt collection process to maximize the collection of all accounts.
 10. Describe location of offices located in the Richmond Metropolitan Area.
4. Cost of services – Flat contingency fee as a percentage (%) of fines and costs collected.
 5. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.

IX. PROPOSAL EVALUATION/SELECTION PROCESS:

- A.** Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the Commonwealth's Attorney may properly evaluate your capabilities to provide the required goods/services.
- B.** Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

	EVALUATION CRITERIA	WEIGHT
1.	Requirements <ul style="list-style-type: none"> • Extent to which the proposed solutions satisfy the RFP requirements • Location of offices where services will be performed • Reporting capability • Clearly demonstrated understanding of the services to be performed 	45
2	Experience and Qualifications <ul style="list-style-type: none"> • Financial Stability of Firm • Prior Successful experience completing a project of similar magnitude. • References • Resumes of proposed staff – Technical experience and professional competence. • Team organization and amount of experience as a team • Current workload 	25
3	Price – Cost of Services	25
4	Quality of proposal submission/oral presentations	5
	TOTAL	100

- C.** Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Commonwealth's Attorney shall select the Contractor, which, in its opinion, has made the best proposal, and shall award the contractor to that Offeror. Should the Commonwealth's Attorney determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

ATTACHMENT A INSURANCE SPECIFICATIONS

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show that the Commonwealth's Attorney and its employees, the County of Henrico and its employees, the Clerk of the Circuit Court and its employees, the Clerk of General District Court and its employees, the Clerk of Juvenile Domestic and Relations Court and its employees and the Commonwealth of Virginia and their respective officers, agents, and employees are named as additional insured for the Commercial General Liability, Excess Liability and Fidelity Bond or Crime Coverage.. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the Commonwealth's Attorney. In addition, the insurer shall agree to give the Commonwealth's Attorney 30 days notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
 \$100,000 for each Disease by employee
 \$500,000 policy limit by Disease

Commercial General Liability

Combined Single Limit -\$1,000,000 each occurrence including contractual liability for specified agreement
 \$2,000,000 General Aggregate (other than Products/Completed Operations)
 \$2,000,000 General Liability-Products/Completed Operations
 \$1,000,000 Personal and Advertising injury
 \$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage, combined Single Limit
- \$1,000,000 each accident

Professional Liability

\$1,000,000 each occurrence, \$2,000,000 aggregate

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract includes the following indemnification agreement: The Successful Offeror agrees to indemnify, defend and hold harmless the Commonwealth's Attorney and its employees, the County of Henrico and its employees, the Clerk of the Circuit Court and its employees, Clerk of General District Court and its employees, Clerk of Juvenile Domestic and Relations Court and its employees and the Commonwealth of Virginia, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the above listed indemnified parties sole negligence. The Commonwealth's Attorney makes no representation or warranty as to how the Successful Offerors's insurance coverage responds or does not respond. Insurance coverage's that are unresponsive to the above indemnification provisions do not limit the Successful Offeror's responsibilities outlined in the contract.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the Commonwealth's Attorney of Henrico and Henrico Commonwealth's Attorney Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**ATTACHMENT B
PROPOSAL SIGNATURE SHEET
Page 1 of 2**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FED ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

ATTACHMENT B
PROPOSAL SIGNATURE SHEET
Page 2 of 2

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW.
(Check all that apply.)

- MINORITY-OWNED BUSINESS**
- SMALL BUSINESS**
- WOMEN-OWNED BUSINESS**
- NONE OF THE ABOVE**

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ **NUMBER** _____ **DATE**

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

“Minority-owned business” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens and both the management and daily business operations are controlled by one or more minority individuals.

As used in the definition of *“minority-owned business,”* *“minority individual”* means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. *“African American”* means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. *“Asian American”* means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. *“Hispanic American”* means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. *“Native American”* means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

“Small business” means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

“Women-owned business” means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

SUPPLIER REGISTRATION – The Commonwealth’s Attorney of Henrico encourages all suppliers interested in doing business with the Commonwealth’s Attorney to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **YES** **NO**

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT C

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and states the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

SUBMIT THIS FORM WITH PROPOSAL

**ATTACHMENT D
CONTRACT DOCUMENT**

CONTRACT PURSUANT TO VIRGINIA CODE §19.2-349

The Commonwealth Attorney for the County of Henrico (hereinafter referred to as “the Commonwealth Attorney) and

1. **PURPOSE:** The purpose of this contract is to obtain the services of the contractor to cause, on behalf of the Commonwealth, proper proceedings to be instituted for the collection and satisfaction of fines, costs, forfeitures, and penalties and interest thereon as may be referred to him for collection and satisfaction by the Commonwealth. The parties expressly agree that the contractor is an independent contractor and not an agent of the Commonwealth Attorney. Court-ordered payment of restitution to the victims of crimes is excluded from the terms of this contract.

2. **EFFORTS:** The contractor shall make reasonable and diligent efforts by lawful means to collect all unpaid fines, costs, forfeitures or penalties and interest thereon in cases referred to him by the Commonwealth Attorney. The contractor’s failure to make such reasonable and diligent efforts may result in termination of the contract without prior notice.

3. **ASSIGNMENT OF CONTRACT:** This contract shall not be assignable by the contractor, in whole or in part. However, legal counsel may be retained, if the contractor is an attorney, for the assistance of collection efforts on individual cases if the debtor is located in a jurisdiction outside the Commonwealth of Virginia. Such a subcontract must be approved in writing by the Commonwealth Attorney. Any legal counsel retained in such a case must be located in the state in which the debtor is found. This provision does not prohibit the use of other lawyers in the same firm or professional corporation.

4. **CONTRACT PERIOD:** Subject to the following provisions, this contract is for the twelve-month period beginning July 1, 2011 and ending June 30, 2012_____.

- a. The contract is renewable at the end of twelve months upon agreement of the parties and subject to the terms and conditions promulgated by the Office of the Attorney General and the Executive Secretary of the Supreme Court, the Department of Taxation, and the Compensation Board, as they may exist at the time of renewal. After the initial term of the contract, the contract may not be renewed for more than four additional twelve-month periods.
- b. In the event the contract terminates, either due to non-renewal or through the exercise of the right to termination by either or both parties, the contractor must relinquish all cases to the Commonwealth Attorney. After the contract has terminated, the contractor may not continue collection efforts on cases begun prior to the termination.
- c. After the contract has terminated, a contractor may not accept payment from any debtor and the contractor will not be compensated for any payments made to the court for an account which has been referred to the contractor.

5. **AMENDMENTS:** This contract is subject to amendment at any time by provisions approved by the Office of the Attorney General and the Executive Secretary of the Supreme Court, the Department of Taxation and the Compensation Board upon reasonable notice. If any such amendment is unacceptable to either party, that party may terminate the contract as provided in paragraph 7 of this contract.

6. **ADHERENCE:** The parties covenant and agree that they will at all times abide by current guidelines then in force and effect as they are promulgated and/or amended by the Office of the Attorney General and the Executive Secretary of the Supreme Court, the Department of Taxation and the Compensation Board.

7. **TERMINATION:** Either party has the right to terminate this contract upon thirty days notice of any reason whatsoever. Upon termination, whether pursuant to this paragraph or to a failure to renew this contract in accordance with subparagraph 4(a), the contractor must return to the Clerk of the Circuit Court of Henrico Commonwealth's Attorney all unused forms provided to him by the said Court for use in the performance of the contractor's duties under this contract. The contractor shall also return all accounts to the Commonwealth Attorney with a report containing the account status, address and employment information concerning the debtor to the extent permitted by law. In addition, the contractor shall provide a schedule of all

accounts which have been docketed in any Circuit Court. A copy of this report shall also be sent to the appropriate court.

8. COMPENSATION:

The contractor shall be compensated in the amount of _____percentage (%) of all monies collected and paid directly to the contractor. It is the responsibility of the contractor to notify the Office of the Executive Secretary of the Supreme Court of the rate of compensation agreed to by the Commonwealth Attorney and the contractor. Such notification shall occur within five business days of the effective date of the commencement, renewal or amendment of this contract. The compensation due the contractor shall be calculated by the terms of the contract in effect at the time the payment is collected, even if the contractor had undertaken collection efforts on the account under a predecessor contract prior to the effective date of the current contract.

9. FORM OF REFERRAL: By statute (Virginia Code §§19.2-340 and 19.2-341), unpaid fines, costs, forfeitures and penalties constitute a judgment in favor of the Commonwealth for which “execution may issue thereupon in the same manner as upon any other monetary judgment.” Therefore, the clerk of the appropriate court will provide to the Commonwealth Attorney a list of unpaid fines, costs, forfeitures and penalties. This list will contain the following:

- (1) the debtor’s name;
- (2) the debtor’s address according to the court’s records;
- (3) if known, the debtor’s social security number or driver’s license number;
- (4) the principal amount due; and
- (5) the date from which interest is calculated.

This list will be provided to the contractor by the Commonwealth Attorney. The contractor will not be provided the case files or copies of the files on a routine basis. Subject to the provisions of Virginia Code §19.2-341, each account shall be transferred to the contractor until the account is collected in full or until termination of the contract, whichever occurs first.

10. SETTLEMENT OF CLAIMS: The parties to this contract expressly covenant and agree that the contractor has no authority whatsoever to compromise or otherwise settle any case for less than the amount of the judgment plus any accrued interest.

11. **REPORTING REQUIREMENTS:** A private contractor will make a monthly report of collections on approved forms to the clerk of the appropriate court covering each calendar month. The monthly report shall be filed with the clerk on or before the fifteenth calendar day of the next following month. An informational copy of the monthly report also shall be sent to the Commonwealth Attorney.

12. **DISBURSEMENT OF COLLECTIONS:** A private contractor shall make monthly disbursements of monies collected for each calendar month. The disbursement must be made by check drawn on an account of the contractor, which is to be made payable to the clerk of the appropriate court. The disbursement check is to be filed simultaneously with the monthly report on or before the fifteenth calendar day of the following month.

13. **MANDATORY USE OF STATE FORMS:** Because of the Commonwealth's need for uniform accounting and reporting procedures with its courts, the contractor:

- (1) will use forms by the Office of the Executive Secretary for handling and reporting the collection transactions in accordance with the instructions for using such forms provided through the clerk;
- (2) will use all new forms and the latest version of existing forms as they are promulgated in accordance with the instructions for using such forms and cease using any form the use of which has been officially terminated.

As used in this contract:

- "Accounts" means all individual listings of unpaid fines, costs, penalties, forfeitures and interest by the court.
- "Forms" means official forms approved by the Office of the Executive Secretary of the Supreme Court of Virginia.
- "Instructions" means the printed official directions for completing and distributing official forms. These instructions will be printed by the Office of the Executive Secretary of the Supreme Court of Virginia and distributed through the Clerk.
- "Clerk" means the Clerk of the Court whose fines, costs, forfeitures, and penalties are being collected by the contractor.

14. **INSPECTION AND RETENTION OF RECORDS:** The contractor expressly agrees to allow inspection and audit at any time by the Auditor of Public Accounts and/or the Commonwealth Attorney of all records and files pertaining to accounts referred under this contract. The contractor further expressly agrees to retain the records of transactions under this contract for a period of no less than five years.

15. **CIVIL LIABILITY:**

- a. The contractor shall not engage in any unethical or illegal actions in the collection of these accounts.
- b. The contractor agrees to indemnify, to defend and hold harmless the Commonwealth's Attorney and its employees, the County of Henrico and its employees, the Clerk of the Circuit Court and its employees, Clerk of General District Court and its employees, Clerk of Juvenile Domestic and Relations Court and its employees and the Commonwealth of Virginia, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property or monetary damage that may happen to occur in connection and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that he will, at all times, after completion of the work, be responsible for the work, indemnify, defend and hold harmless the Commonwealth Attorney, the County of Henrico, the Commonwealth of Virginia, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property or monetary damage directly or indirectly arising out of the performance or non-performance of the contract.

16. **PERFORMANCE BOND:** The contractor, at no additional cost to the Commonwealth of Virginia (including its courts and its Commonwealth Attorney), will bond or otherwise insure through third party insurers licensed to do business in Virginia the faithful performance of the contractor and each person employed by him who may collect and disburse any unpaid fines, costs and other sums which the contractor was employed to collect. Each such person shall be individually bonded or insured for at least \$1,000,000.00 or such higher sum as will provide coverage for collections, with the Commonwealth's Attorney, the Commonwealth of Virginia and the County of Henrico listed as additional insureds. The contractor shall provide documentary proof of such coverage to the Commonwealth Attorney.

17. **ETHICS IN PUBLIC CONTRACTING:** By entering into this contract, the contractor certifies that the contract is made without collusion or fraud and that he has not offered or received any kickbacks or inducements from any other potential contractor in connection with the award of this contract, and the contractor further certifies that he has not conferred on any public employee having official responsibility for making the award of this contract, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

18. **APPLICABLE LAW AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The parties agree that venue for any action pertaining to this contract shall be in the County of Henrico. The contractor shall comply with any applicable federal, state and local laws and regulations.

19. **DEBARMENT STATUS:** By entering into this contract, the contractor certifies that he is not currently debarred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia, nor is he an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia.

20. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY THE CONTRACTOR** (Code of Virginia, Section 2.2-4312)

- a. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or

advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

- a. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

22. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

As required by Virginia Code 2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform Act of 1986.

23. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:

Henrico Commonwealth's Attorney does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2. -4343.1.

24. **MEMBERSHIP IN VIRGINIA STATE BAR:** By entering into this contract, the contractor certifies that he is a member in good standing of the Virginia State Bar.

25. **EFFECTIVE DATE:** The effective date of this contract is _____.

IN WITNESS THEREOF, the parties have caused the agreement to be executed by the following duly authorized officials:

COMMONWEALTH ATTORNEY FOR THE COUNTY OF HENRICO

Wade A. Kizer

Date

Date

ATTACHMENT E

VIRGINIA STATE CORPORATION COMMISSION
IDENTIFICATION NUMBER REQUIRED

A bidder or offeror organized or authorize to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal the identification number issued to it by the Virginia State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Any bidder of offeror described in the immediately preceding paragraph that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Commonwealth's Attorney Manager.

Identification # Issued by the State Corporation Commission: _____

If you are not required to be so authorized, please state why you are not required to be so authorized: _____

SUBMIT THIS FORM WITH PROPOSAL