

## ORDINANCE NO. 21-001

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STATE COLLECTION AND RECOVERY SERVICES, LLC, (SCRS) OF MONROEVILLE, OHIO, FOR DEBT COLLECTION SERVICES FOR THE SANDUSKY FIRE DEPARTMENT AND CODE COMPLIANCE DIVISION FOR THE PERIOD OF JANUARY 1, 2021, THROUGH DECEMBER 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Emergency Medical Service (EMS) billing is performed by Beacon Medical Billing (formerly Professional Collection Services of Ohio, Inc. [PCSO]), of Vermilion, Ohio, who discontinued services to pursue delinquent accounts for collection in 2012; and

**WHEREAS**, the City issued a Request for Proposal (RFP) in 2012 for debt collection services for the Fire Department and in 2016 issued a Request for Proposal (RFP) to include collection services for Code Compliance administrative penalties and rental registration fee; and

**WHEREAS**, State Collection and Recovery Services, LLC, of Monroeville, Ohio, was selected as the only responsive proposer through these RFP processes and has been performing these collection services for the City since 2012, and their current agreement expired on December 31, 2020; and

**WHEREAS**, on November 24, 2020, a Request for Proposals (RFP) was issued again for collection services for the Fire Department EMS billing and for Code Compliance current and future past due administrative penalties, rental registration fees, and semi-annual mandatory inspection fees and re-inspection fees and received one (1) proposal from State Collection and Recovery Services, LLC, of Monroeville, Ohio, who was determined to be a responsible bidder who posed the best opportunity for the City to achieve the best return of revenue; and

**WHEREAS**, the term of the proposed agreement is one (1) year with the option to renew for two (2) one (1) year periods; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the new agreement which commenced on January 1, 2021, and to continue the recovery of funds owed to the City for EMS services and current and future past due Code Compliance administrative penalties, rental registration and inspection fees; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Fire Department and Code Compliance Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate

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effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into an agreement with State Collection and Recovery Services, LLC, of Sandusky, Ohio, for debt collection services for the Sandusky Fire Department and Code Compliance Division, for the period of January 1, 2021, through December 31, 2021, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

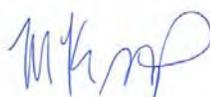
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

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MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: January 11, 2021

## **DEBT RECOVERY SERVICES AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021, between: State Collection and Recovery Services, LLC (SCRS) (Contractor) whose registered office is at 136 North Ridge Street, Suite B, Monroeville, Ohio, 44847 and the City of Sandusky (Client).

Whereas, the Client, City of Sandusky issued a Request for Proposals (RFP), dated November 24, 2020, for debt collection services for the Sandusky Fire Department and Code Compliance Division, and

Whereas, the Contractor, State Collections and Recovery Services, LLC submitted a proposal on or about December 21, 2020, in response to the RFP and they were the only responsive proposer, and

Whereas, the Contractor, SCRS, has provided collection services for the City for many years; and

Whereas, the Client, City of Sandusky, desires to continue services and enter into a new agreement with SCRS for the period of January 1, 2021, through December 31, 2021; and

Now, therefore in consideration of the covenants set forth below, and intending to be legally bound, the City of Sandusky (Client) and SCRS (Contractor) agree as follows:

### **RECITALS:**

- (A) Contractor is an independent contractor, not an employee of Client, and operates the business of providing debt collection and recovery services. Nothing in this Agreement shall be construed to create any partnership, joint venture, or joint enterprise between Client and Contractor.
  
- (B) The Client is owed money ("the Debt") for the supply of services to certain persons or companies ("the Debtor") and shall provide full details of the Debt and the Debtor to Contractor.

- (C) The Client shall instruct Contractor to recover the Debt and Contractor agrees to act on the behalf of the Client to recover the Debt from the Debtor on the terms and conditions of this Agreement.

**1.0 OBLIGATIONS OF CONTRACTOR**

- 1.1 Contractor hereby accepts the Client's instructions to act on the Client's behalf in the recovery of the Debt from the Debtor.
- 1.2 Contractor shall use all reasonable means to recover the Debt on behalf of the Client and shall, if and when necessary in the discretion of Contractor, instruct a firm of Solicitors to act on behalf of the Client in this respect. Additionally, the Contractor and its agents and employees shall comply with all local, State, and Federal laws, including but not limited to the Federal Fair Debt Collection Practices Act, in any attempts to collect any debts pursuant to this Agreement.
- 1.3 Contractor shall keep Client informed on a regular basis of its progress by providing monthly reports pertaining to collection activity as determined necessary by the Client.
- 1.4 Contractor agrees to indemnify and hold harmless Client, its commissioners, officers, employees and agents against any and all claims, losses, damages, or lawsuits for damages arising from or allegedly arising from or related to the provision of services by Contractor.
- 1.5 The Contractor agrees to the Scope of Work as stated in pages 5 and 6 of the Request for Proposals issued on November 24, 2020 which is attached and incorporated herein as Exhibit A.

**2.0 OBLIGATIONS OF THE CLIENT**

- 2.1 The Client shall provide Contractor with full information and copies of all relevant documentation (such as agreements, invoices, statement of account, etc.) regarding the Debtor, the Debt and any services provided by the Client to the Debtor and shall provide all reasonable assistance to Contractor and/or the solicitor instructed under section 1.2 may require to collect the Debt.

- 2.2 The Client authorizes and instructs Contractor to endorse for deposit in the Client's name and on their behalf, such moneys, checks or drafts paid by the Debtor as to settlement of the Debt.
- 2.3 When the Client directs Contractor to forward any account to a Solicitor for collection, Contractor is authorized and directed to tender the account to the Solicitor as a convenience to the Client subject to the Client's control.
- 2.4 The Client shall authorize and direct the Solicitor, for the duration of the Agreement, to pay all money recovered from the Debtor to Contractor.
- 2.5 The Client shall pay the following fees to Contractor for acting on its behalf in the recovery of the Debt:
- 2.5.1 A fee equal to **25%** of all money paid or recovered from the Debtor in respect of the Debt during the term of the Agreement for any standard collection prior to the issue of any legal proceedings for recovery of Debt;
  - 2.5.2 A fee equal to **40%** of all money paid by or recovered from The Debtor in respect of the Debt during the term of this Agreement as a result of skip tracing/mail return;
  - 2.5.3 A fee equal to **50%** of all money paid or recovered from the Debtor in respect of the Debt during the term of this Agreement for the funds collected as a result of second placement;
  - 2.5.4 A fee equal to **40%** of all money paid or recovered where the client has directed to be sent to a Solicitor or court ordered fees and interest that may be received.
- 2.6 The Client authorizes Contractor to deduct and withhold from money paid by or recovered from the Debtor in respect to Debt an amount equal to the fees set out in section 2.5.
- 2.7 The Client shall advise Contractor of any amount of money paid directly to the Client by the Debtor within two working days of receipt of such sum and the Client acknowledges that the fees set out in section 2.5 shall apply to such sum as they would apply had such sum been paid to Contractor.

- 2.8 The Client authorizes Contractor to report any of the accounts listed for collection with Contractor to the credit bureau.
- 2.9 The Client authorizes Contractor to file proofs of claim in probate estates and bankruptcy estates on the accounts listed with Contractor.

Upon receipt of a notice of bankruptcy, other than the filing of a proof of claim when appropriate, no further statements or bills are to be sent to the bankrupt patient.

### **3.0 DURATION AND TERMINATION**

- 3.1 This Agreement shall commence on 8:00 am January 1, 2021 and remain in effect until midnight, December 31, 2021.
- 3.2 Either party may terminate this Agreement without cause and without liability upon sixty (60) days advance written notice to the other party.
- 3.3 The Client may terminate the Agreement if Contractor commits a material breach of this Agreement and shall fail to remedy such breach within fourteen (14) days of the Client giving Contractor written notice specifying the material breach.
- 3.4 Any termination shall not relieve Contractor of any liability to the Client for damages sustained by virtue of a material breach by Contractor. In the event of termination, the Client shall be under no further monetary obligation to Contractor. Contractor shall be paid compensation for services performed to date of termination.
- 3.5 In the event of termination or expiration of this Agreement Contractor shall, in good faith, assist Client in transferring the accounts and information that are the subject of the debt recovery services provided by Contractor pursuant to this Agreement.

### **4.0 NOTICES**

Whenever either party desires or is required to give notice to the other, it shall be given by written notice sent by certified United States mail, return receipt

requested, address to the other party. The parties designate the following as the respective places for providing notice:

For the Client:

City of Sandusky  
Fire Department  
c/o Fire Chief  
600 W. Market Street  
Sandusky, OH 44870

City of Sandusky  
c/o Amanda McClain  
Housing Manager  
240 Columbus Avenue  
Sandusky, Ohio 44870

For the Contractor:

State Collection & Recovery  
Services, LLC  
c/o Office Manager  
136 North Ridge Street Suite B  
Monroeville, OH 44847

## **5.0 GENERAL PROVISIONS**

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter of this Agreement. No waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing signed by both parties. Should any of the provisions of this Agreement be held to be void or invalid the remaining provisions of this Agreement shall not be affected.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

The headings of this Agreement are for ease of reference only and are not intended to limit or restrict the terms.

This Agreement is binding upon the heirs, legal representatives, successors and assigns of the parties.

This Agreement may not be assigned by Contractor in whole or in part without the expressed written consent of Client.

In providing all the services pursuant to this Agreement Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of such services including those now in effect and hereafter adopted.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date(s) set forth below.

CLIENT: City of Sandusky

\_\_\_\_\_  
Eric L. Wobser, City Manager (date)

CONTRACTOR: State Collections and Recovery Services, LLC.

\_\_\_\_\_  
(signature) (date)

\_\_\_\_\_  
(printed name & title)

Approved as to Form:

\_\_\_\_\_  
Brendan L. Heil #0091991  
Law Director  
City of Sandusky

**REQUEST FOR PROPOSALS**  
**For Collection Agency Services for the Sandusky Fire Department and the Division of**  
**Code Compliance**

January 1, 2021 to December 31, 2021 with two (2) one (1) year renewal options

Issued by:  
The City of Sandusky, Ohio

Issued:  
November 24, 2020

**Contact Person:**  
**Amanda McClain – Housing Manager**  
**Division of Code Compliance**  
**240 Columbus Avenue**  
**Sandusky, OH 44870**  
**Phone: (419) 627-5959**  
**Fax: (419) 627-5814**  
**email: amclain@ci.sandusky.oh.us**

**Proposals Due:**

December 21, 2021 at 4:00 p.m.

*The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky*

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**SECTION I. NOTICE TO PROPOSERS**

**LEGAL NOTICE**  
**REQUEST FOR PROPOSALS**

The City of Sandusky is requesting Proposals for Collection Agency Services for Sandusky Fire Department Emergency Medical Service Billing and Sandusky Division of Code Compliance Administrative Penalties and Rental Registration Fees.

The term of the contract for this service shall be for one (1) year with two (2) one (1) year renewal options for the City of Sandusky to retain services, commencing on January 1, 2021.

Proposal packages shall be submitted with one original in a sealed envelope labeled "City of Sandusky Collection Agency Services – Division of Code Compliance".

The Request for Proposals (RFP) will be available on the City of Sandusky's website at [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) or upon request by email or regular mail service via the United States Postal Service (USPS). To request the RFP by email or by regular mail via USPS, call or email Amanda McClain at 419-627-5959 or [amcclain@ci.sandusky.oh.us](mailto:amcclain@ci.sandusky.oh.us).

Sealed Proposals will be received by the City of Sandusky by mail service or in person at the City of Sandusky Division of Code Compliance Office, 240 Columbus Avenue, Sandusky, Ohio 44870", until December 21, 2020 at 4:00 p.m. If the proposal is submitted by mail service, it is the Proposer's sole responsibility to ensure the mail is delivered to the Division of Code Compliance prior to 4:00 p.m. on December 21, 2020. **No proposals shall be accepted after 4:00 p.m. on December 21, 2020.**

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky.

Approved for publication

CITY OF SANDUSKY, OHIO  
By: John Orzech, Assistant City Manager

ADV: November 25, 2020  
December 2, 2020

## **SECTION II. INSTRUCTION TO PROPOSER**

This Request for Proposals is being issued by the City of Sandusky. Primary contact for all communications regarding the Request for Proposals shall be directed to Amanda McClain – Housing Manager (419) 627-5959

Request for Proposals will be published as a legal notice in the Sandusky Register and will be available on the City of Sandusky's website at [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) or upon request by email or regular mail service via the United States Postal Service (USPS). To request the RFP by email or by regular mail via USPS, call or email Amanda McClain at 419-627-5959 or [amclain@ci.sandusky.oh.us](mailto:amclain@ci.sandusky.oh.us), no later than December 7, 2020.

Sealed Proposals will be received by the City of Sandusky, in the Sandusky Division of Code Compliance Office, 240 Columbus Avenue, Sandusky, Ohio 44870, until December 21, 2020 at 4:00 p.m.

Proposer bears total responsibility for ensuring their Proposal is complete and arrives on time.

Proposals received by fax or email will not be considered.

Proposers shall comply with each and every requirement of this RFP to be considered responsive.

A selection committee will review and analyze each Proposal.

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky.

## **SECTION III. SCOPE OF SERVICES AND SPECIFICATIONS.**

### **Contract Term**

The term of the contract shall be for one (1) year with two (2) one (1) year renewal options for the City of Sandusky to retain services, commencing at 8:00 a.m. on January 1, 2021.

### **Management and Operations**

The successful bidder shall be encouraged to recommend changes and improvements in the scope and manner of operations set forth in the specifications. The implementation

of any proposed changes or variations shall not become effective until after the contract has been negotiated and approved by the Sandusky City Commission.

### **Background Check**

The successful proposer shall be required to execute the proper authorization allowing the City to perform a complete criminal background check and credit history.

### **Scope of Work**

#### **Fire Department**

The City of Sandusky Fire Department, on an annual basis, generates approximately 5,000 Emergency Medical Service (EMS) billing invoices with an approximate dollar value of \$1,700,000. Of this total billing, 545 ambulance bills and \$147,917.68 is assigned as bad debt annually at an average of 90 day delinquency. The successful bidder shall be involved in the collection of delinquent EMS billing.

#### **Division of Code Enforcement**

Pursuant to the Environmental Health Housing Code of the City of Sandusky, all rental units within the City limits must be registered with the Division of Code Enforcement and pay an annual rental registration fee of \$100 for the first rental unit and \$35 per each additional rental unit owned. For calendar year 2020, the Division of Code Compliance billed 4,974 rental units for a total of \$304,827 and collected a total of \$264,662 in rental registration fees. There is an outstanding balance of \$40,165 in uncollected registration fees for the 2020 calendar year. For calendar year 2021, a total of 4,885 rental units have been billed for a total of \$301,880 due by January 1, 2021.

There are currently 501 properties that are in violation of the Environmental Health Housing Code. The properties in violation are assessed administrative penalties on a 3 tier basis. If the violations are not corrected in the time provided by the Code Compliance Officer, an administrative penalty is assessed to the owner or occupant up to \$100. At the second inspection, if the violations are not abated, an administrative penalty is assessed up to \$500 and the property is subject to mandatory semi-annual inspections, which requires the property owner to pay inspection fees. At the third inspection, if the violations are not abated, an administrative penalty is assessed up to \$1,000 and the owner or occupant are subject to criminal charges. There are currently 229 unpaid administrative penalties and inspection fees outstanding with a balance of \$46,687.25 due.

The successful bidder will be responsible for the collection of current and future past due administrative penalties, rental registration fees, and semi-annual mandatory inspection fees and re-inspection fees for the Division of Code Compliance.

### **City of Sandusky Obligations**

- The City of Sandusky shall be responsible for providing electronic documents sufficient in detail to the successful proposer to execute the scope of work.
- The City of Sandusky shall provide communication and guidance as necessary to the successful proposer for the purpose of processing and closing delinquent accounts.

### **Obligations of the Proposer**

1. The successful bidder must operate in accordance with the ethical collection practices and obey all laws, including the Federal Fair Debt Collection Practices Act.
2. Insurance Requirements: The successful proposer shall maintain in force, during the full term of the contract, insurance as follows:
  - a. Comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, products and complete operations coverage's
  - b. Blank fidelity bond covering all officers and employees, with a minimum limit of \$1,000,000 including the city as loss payee as its interests may appear.
2. Remittance and Reporting Requirements:
  - a. The successful proposer shall be required to provide to the City of Sandusky regular monthly remittances and statements no later than thirty (30) days following the month of collection.

#### **SECTION IV. PROPOSAL SUBMITTAL AND FORMAT**

The Request for Proposals (RFP) will be available on the City of Sandusky's website at [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) or upon request by email or regular mail service via the United States Postal Service (USPS). To request the RFP by email or by regular mail via USPS, call or email Amanda McClain at 419-627-5959 or [amcclain@ci.sandusky.oh.us](mailto:amcclain@ci.sandusky.oh.us).

Sealed Proposals will be received by the City of Sandusky by mail service or in person at the City of Sandusky Division of Code Compliance Office, 240 Columbus Avenue, Sandusky, Ohio 44870", until December 21, 2020 at 4:00 p.m. at 4:00 p.m. when all proposals will be opened and made public. The public opening is for informational purposes only and is not to be construed as an acceptance or rejection of any proposal. Proposals submitted will be evaluated as indicated in Section VI. No proposal shall be considered if it arrives after the time set for opening as determined by the employee of the City designated to open the proposals.

The City of Sandusky reserves the right to reject any or all proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by fax or email will not be considered.

Proposer shall comply with each and every requirement of this RFP to be considered responsive.

All original signatures shall be in BLUE OR BLACK ink. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms.

#### **Interpretation**

If any Proposer finds any perceived ambiguity, conflict, error, omission or discrepancy between any of the documents contained in this Request for Proposals, the Proposer shall submit a written request no later than seven (7) days prior to December 28, at 4:00 p.m.

Requests should be directed to:

Amanda McClain – Housing Manager  
Division of Code Compliance  
Sandusky, OH 44870

Phone: (419) 627-5959  
Fax: (419) 627-5814  
email: amclain@ci.sandusky.oh.us

If the City determines an interpretation or clarification is warranted, the City shall issue an addendum and provide a copy to each proposer of record.

Any interpretation or clarification of the documents contained in this Request for Proposals made by any person other than the City, or in any manner other than a written addendum, shall not be binding and the Proposer shall not rely upon any such interpretation or clarification.

If any addendum is issued within 96 hours prior to the published time for the opening of the Request for Proposals, excluding Saturdays, Sundays and legal Holidays, the opening of the Request for Proposals shall automatically be extended 1 week, with no further advertising required.

The Proposer shall certify that pursuant to Ohio Revised Code Section 9.24, no unresolved finding for recovery issued by the auditor of state is pending against it.

#### **V. PROPOSAL EVALUATION CRITERIA**

A Selection Committee intends to review the proposals received by the City. The City reserves the right to make such follow-up requests for additional and supplemental information as the City determines necessary and intends to select one or more Proposers for the purposes of preliminary negotiations. The City intends that such preliminary negotiations will be focused on the ability of the City and any such Proposer to negotiate a mutually satisfactory form of contract for the management of collection services. If a proposed final form of a contract is negotiated it would then be submitted to the Sandusky City Commission for its approval.

Based upon the City's review of the information contained in the proposals and such additional and supplemental information as the City may request, the City intends to select one Proposer for the purpose of entering into preliminary negotiations. Based upon such preliminary negotiations, the City intends to select a Proposer to negotiate a mutually satisfactory form of contract. Such Proposer selections will be based on the City's sole determination which will include consideration of but not be limited to the following criteria:

- (A) Quality of the proposal and its consistency with carrying out the City's objectives.
- (B) Qualifications and experience of the Proposer, its team and its experience with comparable operations.

- (C) Proposer's financial capacity.
- (D) The projected economic viability of the proposal.
- (E) The Proposer's experience in similar operations and management and in working with local government.
- (F) Benefits of the proposal to the City of Sandusky.
- (G) Ability of the City to negotiate a mutually satisfactory contract with the Proposer.
- (H) Such other factors as the City deems relevant.

This Request for Proposals by the City does not constitute an offer by the City and, likewise, proposals made by interested Proposers to the City are not acceptances. After negotiation of a mutually satisfactory final form of contract between the City and a Proposer, approval of such contract by the City Commission of the City of Sandusky and full execution thereof the parties will then be legally bound in accordance with the terms and provisions of the contract. Selection of one or more Proposers for the purpose of entering into preliminary negotiations does not obligate the City to enter into a contract.

Any costs incurred by interested Proposers in preparing responses to the City's Request for Proposals and in carrying out negotiations with the City are the sole responsibility of the Proposer and not the City.

The City reserves the right to request such additional and supplemental information from interested Proposers as the City believes is necessary and appropriate to accomplish the City's objectives.

In addition to the information requested by the City in Section VII, the City also requests completion of the Proposer Questionnaire attached to this Request for Proposals.

The City of Sandusky reserves the right to reject, in whole or in part, any and all proposals where the City in its sole discretion, taking into consideration the results of the evaluation process, has determined that award of a contract would not be in the best interest of the City.

**SECTION VI. KEY ELEMENTS OF A PROPOSER'S PROPOSAL CONCERNING QUALIFICATIONS AND EXPERIENCE TO BE FURNISHED TO THE CITY**

- (A) An interested Proposer should supply the necessary materials and narrative as is useful to describe the proposed management and operation.

- (B) The City requests that interested Proposers provide information to the City concerning the Proposer, its qualifications and experience, references (including names and telephone numbers), and experience in comparable projects. Information is also requested concerning the Proposer's management team and proposed manager of that team and the principals of the Proposer including background and biographical. The City requests that Proposers responding to this RFP shall also complete the attached Proposer's questionnaire.
- (C) The City requests information from each interested Proposer concerning the Proposer's financial capacity including the most recent financial statements for the Proposer.
- (D) The City will seek to maintain confidentiality among each interested Proposer with respect to the information received from each interested Proposer. As in the case with other Ohio cities, the City is subject to Ohio's Public Records Law. Accordingly each interested Proposer should operate under the assumption that written information provided to the City will be a public record available for inspection upon request by members of the general public.

## **CITY OF SANDUSKY QUESTIONNAIRE**

### **EXECUTIVE SUMMARY**

This section should contain an outline of the respondent's general approach along with a brief summary of the prominent features of the proposal submitted.

1. How long has your company been in business?
2. History of agency, key members of management/collection team, including the makeup of the agency and experience with municipal accounts.
3. What geographic territories do you collect in?
4. What is the average total number and total dollar amount of both primary and secondary accounts you receive per month?

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### **CONTRACTORS CAPABILITIES**

5. A statement of your firm's background and experience in providing collection services to both governmental organizations and the private sector. Be very specific about relevant Ohio office experience in collection services.
6. Include a listing of governmental agencies in Ohio that your firm has provided services to over the last five years. Indicate each organization's name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.
7. Include a listing of other private sector businesses in Ohio that your firm has provided services to over the last five years. Indicate each organizations, name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.

### **WORK PLAN AND STAFFING**

8. How many collectors do you currently employ? Will additional collectors be needed to process additional work from the Sandusky Fire Department and/or Code Compliance Division?

9. If additional collectors are needed, provide a description of the training for collectors including initial training program and any ongoing training/monitoring.
  10. Description of collector compensation and incentive programs.
  11. Please specify your office/collection hours. Are Saturdays and nights available?
  12. Description of the normal method used to collect accounts, including specific work standards based on balance ranges. Include number of both written and telephone attempts.
  13. Detail skip tracing procedures for skip accounts, include dollar thresholds for different levels of efforts.
  14. Description of the procedures for legal accounts and any parameters for these accounts, such as minimum balance for suit, etc. If fees differ for legal accounts, detail when the increase takes place (at in-house legal, when sent to attorney, when suit filed, etc.).
  15. Policy or procedure on complaint handling.
  16. Samples of all form/correspondence to be used for collection.
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#### **AUTOMATION**

17. Are the collectors automated? If so, what type of system is utilized?
18. Description of automated abilities to handle accounts from placement procedures to remittance.
19. Does your agency utilize any of the mechanized payment methods such as Western Union, Quick Collect or AutoPay? What requirements and procedures are in place to ensure minimal adverse action after payment is received?

#### **MISCELLANEOUS INFORMATION**

20. Copy of latest annual report or financial statements.
21. Do you have a formal policy on equal opportunity?

22. If applicable, details regarding specific small business, minority-owned, or disadvantaged.

**PROPOSED FEES**

The City of Sandusky intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and high quality service to the City inclusive of fee considerations. The City reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request. Fee information is to include the following:

- The basis of the fee (such as flat fee per account assigned, percentage of revenue collect and so forth).
- The fee for each of the major categories listed in Scope of Work.
- The fee or manner in which a fee would be negotiated for any other accounts or indebtedness not specifically listed in this RFP the City may assign for collection.
- The fee for any accounts referred by the Agency for legal action to their in-house or to an attorney the Agency contracts with for legal services.

**CERTIFICATION**

The undersigned hereby certifies that the Proposer's Questionnaire and any attached explanatory information is true and correct to the best of my (our) knowledge and belief.

Proposer:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_