



**Stow Municipal Court**  
4400 Courthouse Drive  
Stow, Ohio 44224  
(330) 564-4110

**Kevin J. Coughlin**  
Clerk of Courts

**Clerk of the Stow Municipal Court  
Request for Proposals - Collection Services**

Proposals are hereby solicited and will be received at:

Kevin Coughlin, Clerk  
Stow Municipal Court  
4400 Courthouse Boulevard  
Stow, OH 44224

or by email at:

[coughlin@stowmunicourt.com](mailto:coughlin@stowmunicourt.com)

The deadline to submit proposals is September 30, 2015 at 4:30pm. Bids will be opened at 11am on October 2, 2015 in the Gathering Room on the second floor of the Stow Municipal Courthouse. They will be available for inspection after opened.

**General Description**

The Clerk of the Stow Municipal Court is soliciting proposals from professional collection service agencies hereinafter referred to as "contractor", to provide collection agency services under contract with the Stow Municipal Clerk of Court, hereinafter referred to as "the Clerk" to facilitate payments of delinquent accounts owed to the Stow Municipal Court.

**Term**

The Clerk intends to enter into a one-year contract with the successful contractor. Any contract made as a result of this RFP will be for one (1) year and may be extended for four (4) additional one-year periods by mutual agreement of the parties.

**Selection Criteria**

The Clerk will evaluate all proposals considering the following criteria:

- The proven ability, stability, capacity, and skill of the contractor to provide the service required;

- Contractor shall have handled equally sizable or larger court clerk collection accounts in the State of Ohio and submit supporting success references. The Stow Municipal Court's annual caseload is approximately 20,000;
- Contractor must have at least three (3) years of court collection experience, with nationwide collection abilities;
- Contractor must have a contact representative within 150 miles of the Stow Municipal Court;
- Contractor must follow all laws that apply in the Ohio Revised Code and shall not deduct any fees or expenses that the contractor incurs in the collection of the judgement from the amount collected;
- Cost of service to the Clerk;
- Simplicity and ease of adaptation with which the proposed collection procedures and practices meet with the specifications of this RFP;
- Access and use of technology systems to improve collection efforts and communications with the Clerk's staff;
- Ability to interface seamlessly with the Clerk's case management system. The Stow Municipal Court will be running CourtView 2 at the time of this project;
- An overall impression of the contractor based on intuitive opinions and feelings regarding ability and willingness to work with the Clerk's office.

The Clerk may request additional clarifying information from any contractor during proposal evaluation. Interviews for clarifications of proposals may be held with selected contractors. An appointment to visit contractor facilities may be requested.

## **Service Specifications and Scope of Work**

### **1) Collection effort and requirements**

- The successful contractor will collect on past due fines, court costs fees, bail forfeiture payments and potential civil case receivables.
- The contractor shall meet with the Clerk at least quarterly.
- The contractor shall have the ability to receive and/or send data transmissions electronically in a way that is compatible with e technology used by the Clerk when transmitting data to the contractor.
- Each proposal submitter shall provide a listing of all databases that will be used by the vendor to trace those persons represented within the loss provided by the Clerk.
- Upon receipt of each batch of accounts, the contractor will provide the Clerk with a batch listing report that includes their batch number, date of listing, debtor name, amount due, case number, and batch total.

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- All checks or money orders received by the contractor on behalf of the Clerk shall be made payable to the Stow Municipal Court.
- The contractor agrees to absorb all costs associated with any check returned for insufficient funds.
- The Clerk may cancel an account at any time without any cost incurred by email notification to the contractor.

### 2) Confidentiality

The contractor shall maintain confidentiality of all documents and information provided by the Clerk, except as to disclosure by the State and Federal laws and regulations.

### 3) Records

The contractor must maintain a complete, separate and detailed record of each account using the Clerk's case number including all collection actions taken for related transactions and communications, for a period of no less than six (6) years after termination of collection action on each account. The contractor shall grant the Clerk access to these records for inspection during reasonable business hours for six (6) years after the termination of the collection contract.

### 4) Legal requirements

- The contractor agrees to comply with all applicable federal, state, and local laws and regulations.
- The contractor shall adhere to all applicable US Postal Service regulations.
- The contractor agrees to comply with the provisions of the Fair Debt Collection Practices Act.
- The Clerk or the contractor may terminate the contract by giving written notice to the contractor of such termination within ten (10) days before the effective date of the termination.

### 5) Reporting to credit bureaus

- The contractor shall report all uncollected accounts to the major credit bureaus. Such reporting must be in accordance with all applicable federal and state laws.
- The contractor shall not report accounts to credit bureaus until the contractor has worked the account for at least 30 days.
- At the request of the Clerk, the contractor shall remove an account notification from all affected bureaus and provide a copy of the notification to the Clerk.

**6) Remittance**

- The contractor shall, on the last day of each month, remit to the Clerk monies collected for the Clerk.
- If the contractor receives payment from a debtor who owes money to other parties not related to the Stow Municipal Court, the contractor shall pay the Clerk first, unless specifically directed otherwise by the debtor.

**7) Disputed accounts**

The contractor shall accept and process all written disputes in compliance with all federal and state laws. The Clerk will work with the contractor to validate the debt.

**Clerk of the Stow Municipal Court RFP - Collection Services Proposal Contents**

A contractor must include the following in the proposal:

- A brief description of the firm, when it was established, type of facility, locations, and size of staff employed;
- A brief description of collection procedures for court clerks;
- A brief description of the firm's proposed fee structure;
- Sample letters used in the collection process;
- Sample reports used in reporting information back to clerks;
- A brief description of technology and communication capability;
- A summary of the firm's record of results for other courts.

The final decisions will be solely up to the Clerk of Courts using the above factors, or using whatever factors he deems appropriate.