



*First Judicial District of Pennsylvania
Procurement Unit
Philadelphia City Hall, Room 368
Philadelphia, Pennsylvania 19107
(215) 683-7940
(215) 683-7942 fax
<http://courts.phila.gov>*

Marc Flood, Esquire
Deputy Court Administrator

December 30, 2010

Dear Prospective Vendor:

You are invited to submit a proposal for Debt Collection Law Firm Services in accordance with the enclosed Request for Proposal (RFP).

All proposals must be submitted in *five (5) copies to: Debt Collection Law Firm Services, First Judicial District of Pennsylvania, Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107.*

Proposals must be received in a sealed envelope at the above address no later than **3:00 P.M., Friday, January 28, 2011**. Late proposals will not be considered regardless of the reason.

All questions should be directed, in writing, to Marc Flood, Esquire, Deputy Court Administrator, Procurement Unit, First Judicial District of Pennsylvania, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, Fax: (215)683-7942 or via email at marc.flood@courts.phila.gov. The deadline for vendors' questions is *3:00 p.m., Friday, January 14, 2011*. Answers to any questions raised will not be official until verified, in writing, by the issuing office.

We expect that evaluation of the proposals and selection of the Vendor will be completed as soon as possible; all Vendors will be notified.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Flood".

Marc Flood, Esquire
Deputy Court Administrator

Enclosure: Request for Proposal

First Judicial District of the Commonwealth of Pennsylvania

Request for Proposal
for
Professional Services Contract
for
Debt Collection Law Firm Services

December 30, 2010

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A. Background

Upon implementation of the Supreme Court's statewide Common Pleas Case Management System ("CPCMS") in the First Judicial District of Pennsylvania ("FJD") in September, 2006, the total amount of sundry court costs and fines assessed against defendants in criminal cases, as well as judgments entered thereon, amounts paid, and amounts which remain uncollected became easier to track. CPCMS contains robust functionality for tracking payments of all court ordered fees, fines, restitution, bail, bail judgments and other related court costs. The FJD has determined that as of December 31, 2010, about 400,000 accounts with an outstanding balance of sums owed by criminal defendants and others is about \$1,500,000,000. Every amount ordered is filed on the civil judgment index if payment in full is not made within 30 days of said Order.

Act 104 of 1996, 42 Pa.C.S. § 9730.1 (2010), authorizes the President Judge or her designee to contract with private collection agencies for the collection of court costs, restitution and fines. The Act defines the term "private collection agency" to include "A person, company, partnership or other entity that uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another under the applicable laws of the United States and of this Commonwealth." See 42 Pa.C.S. § 9730.1 (2010).

In order to fully collect outstanding amounts owed by criminal defendants and others, the FJD is releasing this Request for Proposal to identify and select Vendors, who must be lawyers and law firms experienced in collection execution practice, to collect the outstanding debt described above, as further provided in this RFP.

B. Scope of Task

The FJD desires to engage as Vendors lawyers and law firms experienced in collection practice, to execute on Criminal Court Judgments. Each account referred to the Vendor will have already been unsuccessfully dunned by FJD internal process and a Third Party Collection Agency. Referrals will be made to the Vendor to immediately begin the civil execution process on the civil judgment. The services required include, but are not limited to, the collection of outstanding fees, fines, costs, bail judgments, restitution and other court assessments. The services must adhere to accepted practices in accordance with applicable Federal and State law to collect such debts. The services also include maintenance of accurate records and information in accordance with generally accepted legal, collection and accounting standards. **The Vendor shall provide all personnel and equipment including software or online services necessary to provide these services.**

The FJD intends to, and may, in its discretion, award more than one contract. Each contract will continue on a month to month basis, for an approximate term of twenty-four (24) months unless terminated earlier. The FJD retains the right to terminate any such contract upon providing a Vendor thirty (30) day's notice of the termination. It is the FJD's intent to assign one hundred (100) files per month to each Selected Vendor. As such, each Selected Vendor may be assigned approximately two thousand four hundred (2,400) files during the expected term of the contract.

In their collections efforts, the selected Vendors must comply with all provisions of 42 Pa. C.S. §

9730.1.

The selected Vendors shall collect the "amount owing," as defined in Section 9730.1. (e), plus interest at the legal rate (i.e. currently six per cent per year). In addition, the selected Vendors shall add their collection fee, twenty-five (25%) per cent of the amount owed, to the amount owed by the defendant. The selected Vendors may not negotiate the total amount owed without the prior written approval of the FJD. All payments by defendants will be made payable to and processed by the FJD. The FJD will remit the Vendor's fee on a monthly basis. The Vendor's 25% fee is deducted from each payment made by the debtor and paid to the Vendor.

C. Issuing Office

The FJD is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein. The FJD is the only office authorized to change, modify, amend, alter or clarify the specifications, terms and conditions of this RFP. The FJD reserves the right to cancel this RFP at any time. All communications regarding this procurement must be addressed (written or faxed) to:

First Judicial District of the Commonwealth of Pennsylvania
Procurement Office
Philadelphia City Hall, Room 368
Philadelphia, PA 19107
Attention: Marc Flood, Esquire, Deputy Court Administrator
Fax Number: (215) 683-7942

D. Information Required from Vendor

Vendors' responses must be submitted in the format outlined below. To be considered, the proposal must respond to all the requirements of the RFP. *Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.* In addition, Prospective Vendors are encouraged to develop unique and creative solutions to the many issues facing large urban court systems and provide said recommendations as an Appendix to their proposal.

1. Statement of the Problem

State in succinct terms your understanding of the problem presented or the services required by this RFP.

2. Work Plan

Describe in narrative form your technical plan for accomplishing the tasks required.

3. Personnel

Include the names, resumes and qualifications of executive, managerial and technical personnel who will be engaged in the project. Include their experience in the services to be provided, how long they have been with your law firm, and the responsibilities that they will have for the project. List references and similar projects requiring like experience and expertise in which specific personnel have been involved.

4. Vendor Collection Fee

Since multiple contracts may be awarded, in an effort to provide uniformity, the collection fee is being set by the FJD at the rate of 25% of the amount collected, as authorized by Section 9730.1. The FJD will not pay any costs unless prior approval is sought and obtained in writing.

E. Criteria for Selection

All responses from Vendors will be reviewed and evaluated by a Committee of personnel selected by the FJD. This Committee will recommend for selection the proposal that most closely satisfies the requirements of the RFP and the needs of the FJD.

1. Vendor's Qualifications

This refers to the ability of the Vendor to meet all the terms of the RFP.

2. Personnel Qualifications

This refers to the competence of professional and technical personnel who would be assigned to the job by the Vendor. Qualifications of professional personnel will be measured by experience, with particular reference to experience on similar projects described in the RFP.

3. Understanding the Problem and Needs

This refers to the Vendor's understanding of the needs and/or problems generated by the project specified in the RFP, the objectives in asking for the services and the nature and scope of the work involved.

F. Additional Conditions Governing the Procurement Process

Vendors must be aware of the following additional conditions governing this procurement:

1. Rights Reserved

Upon determination that its best interests would be served, the FJD shall have the right to:

- ◆ Cancel the procurement at any time prior to the Contract award.
- ◆ Amend this solicitation at any time prior to bid closing time and date.
- ◆ Refuse to consider proposals which do not conform to solicitation requirements. One copy of any proposal which is returned as nonconforming will be retained by the FJD for documentation purposes.
- ◆ Require Vendors, at their expense, to submit written clarification of proposals in any manner or format that the FJD may require.
- ◆ Require that all proposals submitted in response to this solicitation, upon receipt by the FJD, become the property of the FJD.
- ◆ Invite Vendors, but not necessarily all, to make an oral presentation. The FJD further reserves the right to limit the number of Vendors invited to make such a presentation or demonstration.
- ◆ Allow no additions or changes to the original proposal after the due date specified herein, except as may affect all Vendors.
- ◆ Award in part or reject any and all proposals in whole or in part.
- ◆ Reject the proposal of any Vendor in default of any prior contract or for misrepresentation of experience presented.
- ◆ Request information in response to a "Best and Final" proposal from one or more Vendors.
- ◆ Allow a Vendor to remedy, in writing, any deficiency which is not material.

2. Conditions of Bidding and Instructions

The foregoing proposal is subject to the following conditions and instructions, all interpretations of which shall be at the sole discretion of the FJD.

a. Preparation of Proposals

- i. Proposals must be written in ink or typewritten, shall be signed and placed in a sealed envelope or carton. The proposal must be signed by the owner if a sole

proprietor or by a general partner if the Vendor is a partnership. If the Vendor is a corporation, the proposal must be signed by the president or vice-president and attested to by the secretary, treasurer or assistant secretary or treasurer and must bear the corporate seal. A corporate Vendor, in the alternative, may execute a proposal other than by the formality set forth above, by signing such proposal by an officer, employee or agent having express authority by reason of a power of attorney identifying such officer or agent by name and title, which power of attorney shall bear the corporate seal and be attached to the proposal. A Vendor must indicate whether it is authorized to do business in Pennsylvania and document, if applicable, the place of incorporation.

- ii. Alterations or changes to any part of this proposal will be sufficient reason for rejection.
- iii. No proposal will be considered if not actually received at the designated office at the time specified in the proposal. Timely delivery shall be judged by the date of actual receipt.
- iv. To be considered, Vendor must submit a complete response. A proposal which is incomplete, obscure, conditional, unbalanced, containing additions not called for or irregularities of any kind including alterations or erasures, may be rejected as informal and void the response entirely.
- v. No proposal shall be withdrawn for 60 days from the date of the deadline specified for submission of proposals, except as otherwise provided herein. Vendors may be given permission to withdraw a proposal before opening upon receipt of written notification or by personal request of the Vendor, of which request must be submitted no later than forty-eight (48) hours before the time fixed for the opening and consideration of proposals.
- vi. No change in prices, terms and conditions will be considered after the deadline for submission of proposals.

b. Acceptance and Rejection of Proposals

- i. The FJD reserves the right to reject any and all proposals, to waive technical defects, and to accept or reject any part of any proposal if, in its judgment, the best interests of the FJD are not thereby served.
- ii. No award will be made to any Vendor who is in default of any bid, purchase order, or contract with the FJD or its components, prior to the date of the RFP under consideration.
- iii. All responses accepted by the FJD shall become binding contracts upon approval of contract as to form by the Legal Department of the FJD.

c. Surety for Proposals

If required by the RFP, no proposal will be considered unless accompanied by a bond in favor of and payable to the FJD in a sum and form (such as bank cashier's, treasurer's or depositor's certified check) determined to be appropriate by the FJD. The security of the three (3) most qualified Vendors will be retained until the execution of the contract.

d. Penalty for Failure to Execute Contract

Any Vendor not lawfully released from his or her proposal, who refuses to execute a contract or who refuses to furnish any required bonds and insurance, shall be liable to

the FJD in the amount of the check deposited as security for his or her proposal as liquidated damages; or where the damages are readily ascertainable, such Vendor shall be liable for the actual loss or damage sustained because of the failure of the Vendor to enter into such contract.

e. Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE)

Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE) as defined by the City of Philadelphia's Minority Business Enterprise Council (MBEC) are encouraged to participate as prime proposers. Prime proposers who are not M/W/DSBEs are encouraged to identify and utilize M/W/DSBEs as subvendors. Vendors are requested to identify the amount of M/W/DSBE participation in this project by listing both dollar amount and percentage of total proposal.

f. Nondiscrimination

During the term of any subsequent contract resulting from this procurement, vendor agrees to the following:

- i.** Vendor shall not discriminate nor permit discrimination against any employee, applicant for employment, independent Vendor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of this contract. Vendor shall comply with all federal and state laws prohibiting discrimination.
- ii.** Furthermore, pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C.F.R. and 35.101 et seq.*, the Vendor understands and agrees that no individual with a disability shall, on the basis of such disability, be excluded from participation, in or from activities provided for, as a result of this procurement. As a condition of accepting and executing any contract, the Vendor agrees to comply with the "*General Prohibitions Against Discrimination*", *28 C.F.R. and 35.130*, and all other regulations promulgated under *Title II of the Americans with Disabilities Act*, which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside Vendors.
- iii.** Vendor shall take steps to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of any contract as a result of this procurement. Such nondiscrimination shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- iv.** Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability.
- v.** Vendor shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of any contract as a result of this

procurement, so that such provisions will be binding upon each subcontractor. In the event of a violation of subcontractors, Vendor shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, First Judicial District of Pennsylvania, Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, in writing.

- vi. In the event of Vendor's noncompliance with the nondiscrimination clause of this RFP or with any such laws governing nondiscrimination, vendor shall take all steps necessary to come in compliance with this nondiscrimination clause. Further, in the event of Vendor's noncompliance with the nondiscrimination clause of any subsequent contract or with any such laws governing nondiscrimination, the contract may be terminated or suspended, in whole or in part, whereupon all obligations on the contract shall cease, save only the obligation to pay to Vendor the sums due for goods and services already provided prior to the date of termination. In the event of continued refusal by Vendor to comply with this nondiscrimination clause, Vendor may be declared temporarily ineligible for further FJD contracts, and other sanctions may be imposed and remedies invoked.
- vii. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.
- viii. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this nondiscrimination clause.
- ix. Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually manufactured, produced, assembled or delivered.
- x. The Vendor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, the FJD, and the AOPC, their officers, agents and employees, from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth, the City, the FJD, and the AOPC, their officers, agents and employees, as a result of the Vendor's failure to comply with the provisions of this nondiscrimination clause.

g. Qualifications to Do Business

The Vendor shall, within 5 days after receiving a letter of intent to award a Contract, provide an opinion letter from its legal counsel that the Vendor is qualified to do business in Pennsylvania and is not prohibited by articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract. This opinion letter will acknowledge that the FJD is relying on said opinion in awarding and executing the Contract.

h. Prohibition on Foreign Corporations

No contract will be awarded to a Vendor who is a foreign nation corporation or is operating under a fictitious or assumed name, unless the Vendor has compiled or has

agreed to comply with the regulations governing proper registration under the laws of the State of Pennsylvania and the FJD.

If the Vendor is incorporated in some state other than the State of Pennsylvania, the Vendor shall provide documentation to establish that the corporation is registered to conduct business in Pennsylvania.

i. Rejection of Collusive Bids

Proposals received from any Vendors who engage in collusive bidding shall be summarily rejected. The terms and conditions of the Bid Anti-Rigging Act, the Act of 1983, October 28, P.L. 176, No 45; 73 P.S. 1611 et. seq. apply.

j. Rejection of Proposals

The FJD reserves the right to withdraw or cancel this RFP at its discretion at any time prior to execution of a contract to reject any or all proposals or to waive any minor or technical deviations as it may deem fit and proper. The successful Vendor's proposal will become part of the formal contract. All proposals will become the property of the FJD.

k. Incurring Costs

The FJD is not liable for any cost incurred by Vendor in the preparation and presentation of proposals. Total FJD liability is limited to the terms and conditions of the contract.

l. RFP Amendments

The FJD reserves the right to amend the RFP prior to the date for proposal submission.

m. Proposal Amendments and Rules for Withdrawal

Unless requested by the FJD, no amendments, revisions or alterations to proposals will be accepted after the proposal due date.

After proposal due date, a submitted proposal may be withdrawn upon written request of the Vendor. In such instances, the bid bond, if required, may be forfeited upon the granting of such request.

Any submitted proposal shall remain valid for sixty (60) days after the proposal due date or until a contract is formally executed, whichever comes first.

n. Anti-Bribery

The Vendors' response to this RFP certifies that the Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the FJD.

o. Offer of Gratuities

By submission of a proposal, the Vendor certifies that no gratuities of any type were either offered to or received by an elected or appointed official or employee of the FJD or its political subdivisions in connection with this procurement from the Vendor, the Vendor's agents or employees or subcontractors. Any contract arising from this RFP may be terminated by the FJD.

p. Restrictions on Contact with FJD Personnel

From the date of release of this RFP until such time as a contract is awarded, all contact with personnel employed by or contracted to the FJD is prohibited except as required by

this RFP. Violation of these conditions is cause for the FJD to reject a Vendor's proposal or rescind any contract awarded pursuant to this RFP.

q. **Restrictions on the Use of Former Judiciary Personnel**

By submission of a proposal, the Vendor certifies that no person formerly employed by the Pennsylvania Judicial Branch on a full time basis within twelve (12) months immediately preceding the date of the release of this RFP had any involvement whatsoever in the preparation of the Vendor's proposal. For purposes of this subsection, a "full time basis" means providing services for a minimum of thirty-five (35) hours per week for a period of twelve (12) consecutive months, at least one (1) month of which fell within the twelve (12) months immediately prior to the date of the release of this RFP.

Furthermore, the Vendor certifies by the submission of the proposal that if the Vendor is awarded the Contract, after Contract execution, if any person described above should come into the employ of the Vendor, such person shall not be assigned to this project at any time during the contract period without prior written consent of the FJD.

Any violations of these certifications may, in the discretion of the FJD, be grounds to reject the proposal or terminate the contract.

r. **Conflict of Interest**

No member of the FJD or any elected or appointed official serving as a member of any committee formed to review or select a Vendor shall have more than a nominal financial interest in any Vendor or Vendors submitting proposals in response to this RFP.

All persons serving in the capacity of selection or review and evaluation staff shall sign a disclosure statement indicating any financial relationships, contractual or other professional agreements with Vendors who submit a proposal in response to this RFP.

s. **News Releases**

News releases pertaining to this RFP shall not be made without prior approval of the FJD and then only in coordination with the FJD.

ATTACHMENT 1

ACT 104 OF 1996 (S.B. No. 1374, P.N. 2218) *42 PA.C.S. § 9730.1*

COLLECTION OF COURT COSTS, RESTITUTION AND FINES BY PRIVATE COLLECTION AGENCY

(a) Generally.--In accordance with section 9730(b)(1) and (2) (relating to payment of court costs, restitution and fines), an issuing authority may refer the collection of costs, fines and restitution of a defendant to a private collection agency upon the expiration of a defendant's maximum sentence or probationary term with or without holding a hearing pursuant to this section. Such collection agency shall adhere to accepted practices in accordance with applicable Federal and State law to collect such costs, fines and restitution.

(b) Contracts with private collection agencies.--

(1) The president judge of the judicial district, county commissioner or designee of either may contract with private collection agencies for the collection of fines, costs and restitution in accordance with the provisions of this section.

(2) The amount of the collection fee as negotiated between the president judge of the judicial district, county commissioner or designee of either and private collection agencies shall be added to the bill of costs to be paid by the defendant and shall not exceed 25% of the amount collected.

(3) The funds secured from the defendant by the private collection agency in connection with the collection of fines, costs and restitution shall be distributed as follows:

(i) The fee due the private collection agency shall be paid.

(ii) The balance shall be distributed in accordance with the original distribution of fines, costs and restitution as set forth in the order of the court sentencing the defendant.

(c) Limitations on private collection agencies.--For the purposes of this section, a private collection agency shall cease its efforts designed to collect fines, costs and restitution and so inform the court or the county commissioners upon the occurrence of any of the following:

(1) the private collection agency considers the amount owing noncollectible;

(2) a period of 180 days has elapsed since referral of the amount owing to the private collection agency and there has been no response by the defendant or collection of moneys; or

(3) upon demand of a judge of the Court of Common Pleas having jurisdiction over the defendant.

(d) Imprisonment.--Nothing in this subchapter limits the ability of a judge to imprison a person for nonpayment, as provided by law, however, imprisonment for nonpayment shall not be imposed without a public hearing under section 9730(b)(1).

(e) Definitions.--As used in this section, the following words and phrases shall have the meanings given to them in this subsection:

"Amount owing." The total amount owed by a defendant on fines, costs or restitution in accordance with the order of court sentencing the defendant and this section.

"Private collection agency." A person, company, partnership or other entity that uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another under the applicable laws of the United States and of this Commonwealth.