NOTICE TO BIDDERS

Des Moines Public Schools will receive sealed proposals to for Debt Collection services until 9:00 a.m. on January 12, 2015. Proposals will be received by the District’s purchasing agent at his office: 1915 Prospect Road, Suite 1200 Des Moines, Iowa 50310.

Proposers are requested to submit a signed original as well as an electronic copy (preferably in a PDF format). Inquiries regarding interpretation of this request and other questions shall be addressed to Mark Mattiussi via email: mark.mattiussi@dmschools.org

Calendar of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Issuance Date</td>
<td>12/11/14</td>
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<tr>
<td>Inquiries Deadline</td>
<td>12/18/14</td>
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<tr>
<td>Due Date</td>
<td>01/12/15</td>
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<tr>
<td>Tabulation, Review and Submission to Board Approval</td>
<td>02/02/15</td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>02/03/15</td>
</tr>
<tr>
<td>Services Initiated</td>
<td>02/04/15</td>
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</tbody>
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For a complete set of documents please visit our web site at: http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals
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I. INTRODUCTION

In order to ensure the selection of qualified providers for Debt Collection Services the District is seeking proposals to perform the quality delivery of services as specified in the statement of work. It is the District’s intent to select service providers in its best interest which will maximize the District’s ability to achieve the best possible service at the lowest possible costs.

II. BACKGROUND

The District is located in Des Moines, Iowa, the capital city of the state and employees approximately 5,000 teachers and staff. The Des Moines Public School District has 65 schools, including 38 elementary schools, 12 middle schools, 5 comprehensive high schools, as well as 10 schools that provide a range of specialized and alternative educational programs. It educates approximately 32,000 students annually and has provided education services over the past 107 years. During the course of business activity the District has amassed uncollectable accounts from our food service clients in the amount of approximately $200,000. The majority of the accounts are aged over one year and in some cases are several years old. The District anticipates adding one thousand five hundred dollars ($1,500) to two thousand dollars ($2,000) per month to this amount as new outstanding debts occur and age. Currently, the District attempts to recoup this money by using its own staff in conversations with parents directly. The District intends to continue this approach for the initial contact period (six months) after which it plans to turn over any uncollectable portion to the selected service provider. Presently there are approximately two thousand (2,000) outstanding accounts with an average account balance between fifty ($50.00) and seventy five dollars ($75.00) per account for a total of $200,000. The District’s plans would be to turn over existing accounts greater than 1 year old and a balance over $100.00 as an initial starting point for all enterprise funds (food and nutrition, child care, etc.). The total balance of outstanding debt in the child care fund is $40,000.00.

III. GENERAL TERMS AND CONDITIONS

A. General

1) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services as required by the solicitation. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the Bidder. All information regarding this RFP will be posted on the District website @: www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/

2.) The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Polk County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.

3.) Bidders are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions, and specifications of this Bid; no matter how slight. If variations are not stated in the Bidder's Proposal, it shall be construed that the Bidder's Proposal fully complies with all conditions identified in this bid.

4.) Bidders are advised that the District endorses the participation and utilization of local contractors in its purchasing effort. Accordingly, bid proposals of equal price and quality will be awarded to Bidders residing within the geographic area when available. This policy does not prohibit Bidders who reside outside of the area from participating in the purchasing process as long as these Bidders can offer services at competitive pricing.
B. Clarification and Modifications

1.) Where there appears to be variances or conflicts between the General Terms and Conditions and the Scope of Services outlined in this bid solicitation, the Scope of Services shall prevail.

2.) The apparent silence or omissions within this bid solicitation regarding a detailed description of the services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only workmanship of first quality are to be used.

3.) If any Bidder contemplating submitting a Proposal under this solicitation is in doubt as to the true meaning of the requirements, the Bidder must submit a written request for clarification to the District’s Purchasing Agent by the date designated by the Calendar of Events by email @: mark.mattiussi@dmschools.org.

4.) The Purchasing Agent for the District will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. The District shall not be responsible for verbal interpretations offered by employees of the District who are not agents of the District’s Purchasing Department. A list of all inquiries and responses will be posted online.

5.) The District shall issue a written addendum if substantial changes, which impact the technical submission of proposals, are required. A copy of the addenda will be posted online at our website: www.dmschools.org. The Bidder shall certify its acknowledgement of the addendum by signing the addendum and returning it with their proposal. In the event of a conflict with the original contract documents and the addenda, the addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Pricing

1.) If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the solicitation review and any subsequent contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the District at any time during the contractual term.

2.) Bidders will neither include Federal, State nor applicable local excise or sales taxes in bid prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request.

3.) The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid proposal for the same services, or with the District. The Bidder also certifies their proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
D. Bid Preparation and Submission

1.) This document is a Request for Proposal (RFP). It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a Bidder’s approach meets the desired requirements and needs of the District.

2.) The proposal must be typed or legibly printed in ink, on the Form of Proposal supplied; use of pencil or erasable ink is not permitted. The authorized agent of the Bidder must initial all corrections made by the Bidder in ink.

3.) Bid proposals must contain the signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the proposal, it shall be considered a non-responsive offer and shall not be considered.

4.) Proposals should be as thorough and detailed as possible so that DMPS may properly evaluate the Bidder's capabilities to provide the required products and services.

5.) Unit prices shall be provided by the Bidder on their proposal. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

6.) The Bidder must include all information and supplemental documentation required in conjunction with this proposal. If the Bidder fails to supply any required information or documents, its proposal shall be considered non-responsive and shall not be considered.

7.) The accuracy of the bid proposal is the sole responsibility of the Bidder. Bidder will not be allowed to make changes to their proposal after the date and time of the bid opening due to error by the Bidder.

8.) Information packages should not contain promotional or display materials unless specifically required in The Scope of Services section. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the RFP must be answered clearly and concisely.

9.) This solicitation does not commit the District to pay any cost incurred by the Bidder or any other party in preparation and / or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product and services.

10.) The District reserves the right to waive any and all informalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.
D. Bid Preparation and Submission

11.) To facilitate the evaluation of Bidder’s proposal, Bidder is to number all pages of its proposal and provide tabs as indicated below.

   a. Tab # 1 Services: Address all areas detailed in Scope of Services
   b. Tab # 2 Qualification: Complete the vendor qualification statement
   c. Tab # 3 References: Provide references as requested
   d. Tab # 4 Exceptions/Alternatives: Detail any exception with this request.
   e. Tab # 5 Form of Proposal: Complete and sign the Form of Proposal.

E. Conflicts of Interest

1.) It shall be understood and agreed that Bid Proposals submitted are offered independently of any other proposals.

2.) In the event that an independent contractor or firm in conjunction with the District developed this RFP, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.

3.) In the event that this proposal request requires consulting services which may ultimately lead to the purchase of other products or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future.

4.) Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a school district employee with intent to influence that employee’s acts, opinions, judgment or exercise indiscretion with respect to the employee’s duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

F. Modifications or Withdrawals of Bid Proposal

1.) Bids may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the bid opening. Each modification submitted to the District’s Purchasing Office must have the Bidder’s name and return address and the applicable proposal number and title of the bid clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District’s Purchasing Department will be considered the valid modification. All requests for bid modifications must be signed by a duly authorized agent of the submitting company.

2.) Bids may be withdrawn prior to the time and date set for the bid openings. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company.
G. Evaluation of Bid Proposal

1.) The District reserves the right to reject any and/or all bid proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the best interests of the District.

2.) The District reserves the right to reject proposals or parts thereof for the following reasons:
   a. The Bidder misstates or conceals any material fact in their Proposal.
   b. The Bidder's proposal does not strictly conform to the law or requirements of the RFP.
   c. The bid proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the bid proposal in conjunction with the General Terms and Condition or Scope of Services.
   d. The bid has not been properly executed by signature of an authorized representative of the Bidder.

3.) A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

4.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has failed to perform faithfully any previous contract with the District, local, state or federal governmental agency for a minimum period of one (1) year after the previous contract, was terminated for cause.

5.) A proposal may be rejected if the Bidder is currently under suspension or debarment by any local, state or federal government, and if the Bidder cannot so certify, then it shall submit along with the proposal a written explanation of why it cannot make such certification.

6.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the bid opens.

7.) The award will be made to the Bidder that best meets the needs of the District based upon the evaluation criteria. The District is not required to award the lowest cost proposal.

8.) The District reserves the right to:
   a. Reject any and all bid proposals submitted by prospective Bidders.
   b. Re-advertise this solicitation
   c. Postpone or cancel the bid process for this solicitation
   d. Determine the criteria and process whereby proposals are evaluated and awarded.
H. Selection Process

1.) The following criteria may be used to assist in selecting the successful contractor:
   a. Completeness: Each response will be reviewed prior to the selection process for completeness and adherence to format.
   b. Evaluation Process: The District will rely on its staff to formally evaluate each complete proposal. The evaluation process will objectively grade the proposal on their merit and responsiveness. The District will develop and employ a grading scale when evaluating proposals, the criteria will be the sole responsibility of the District.

2.) The District reserves the right to select the successful Bidder based upon the original response along with whatever other evaluation methodology the District chooses to pursue, in accordance with the District policy.

3.) Preliminary evaluations will be performed by the District’s Purchasing and Finance departments to determine if all the minimum mandatory requirements have been met. Bidders must be able to demonstrate their ability to perform the required services by completing the Company Qualification Statement (Section V). Failure to meet the minimum mandatory requirements may result in the proposal being rejected.

4.) Site visits may be required by District selected Bidder(s) to clarify proposals. The District will make every attempt to work with the selected Bidder(s) to schedule a date and time for each presentation agreeable to the bidder(s). Failure to accept the District’s invitation for a presentation may be grounds to reject the Bidder’s proposal.

I. Award of Contract

1.) Contract: This acceptance of a proposal is predicated on the total dollar amount to complete the project and the District’s ability to secure adequate funding. In the event adequate funding is not available the District will not award a contract. If funding is available the Board of Directors for the District shall award a contract to the successful Bidder.

2.) The District intends to award this request by 1/21/15. The District retains the sole right to select the successful Bidder(s) it deems is in its own best interest.

3.) At the conclusion of the process the successful Bidders will be asked to execute a service contract, a sample of which can be found at: http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/

4.) The General Terms and Conditions, The Scope of Services, the Bidder's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the successful Bidder. The successful Bidder will be asked to enter into a contract with the District after the Board’s approval at the conclusion of the process.

5.) The District shall select the Bidder(s) which, in its opinion, has made the best proposal, (not necessarily the lowest cost provider) and shall award the contract to that Bidder(s), which is deemed in the best interest of the District. (See Scope of Services for more details)

6.) Insurance Requirements: Successful Bidder(s) shall submit to the District certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, with an A.M. Best rating of B+ or greater and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the District.

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6.) **Insurance Requirements:**
The District also requires the Additional Insured, Governmental Immunities and Cancellation and Material Change Endorsement (See exhibit E below). The Aggregate per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified project as outlined in this RFP. The coverage shall be written with a limit not less than $3 million for any one claim, with an aggregate not less than $3 million for all claims in a policy period. The successful Bidder must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities or services for other clients. Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

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<tr>
<th>Forms</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
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<tr>
<td>Automobile Liability</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>Commercial General Liability,</td>
<td>$1,000,000 Combined Single Limit</td>
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<tr>
<td>(Including Contractual Liability &amp; Products</td>
<td></td>
</tr>
<tr>
<td>Completed Operations Coverage)</td>
<td></td>
</tr>
<tr>
<td>Umbrella/Excess Liability</td>
<td>$2,000,000</td>
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The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the Successful Bidder.

7.) **Indemnification:** The successful Bidder(s) shall assume the entire responsibility and liability to indemnify the Des Moines Public Schools, its elected and appointed officials, employees, volunteers and others working on behalf of the District. To the fullest extent permitted by law, the Successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys’ fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the Successful bidder pursuant to the provisions of this Agreement. The Successful bidder obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers’ compensation acts, disability benefit acts, or other employee benefit acts. The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the Successful bidder, its officers, employees, subcontractors, and others affiliated with the Successful bidder, arising out of or in any way connected or associated with any work and/or activities performed by the bidder pursuant to the provisions of this Agreement, except for and only to the extent caused by the negligence of the District. The Successful bidder expressly assumes full responsibility for any and all damages to the District Property arising out of or in any way connected or associated with any work and/or activities performed by the Successful bidder pursuant to the provisions of this proposal including, but not limited to, the activities of the bidder, its officers, employees, subcontractors, and others affiliated with the bidder.
7.) **Indemnification:**

The Successful bidder shall ensure that its activities on the District Premises will be performed and supervised by adequately trained and qualified personnel and the bidder will observe, and cause its officers, employees, subcontractors and others affiliated with the bidder to observe all applicable safety rules.

8.) **Award Requirements**

a. Successful Bidder(s) shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District.

b. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the District.

c. All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the District. The successful Bidder shall supply competent and physically capable employees in a number that is consistent with the service requirements. Where required, employees shall be licensed and accredited. The District may require the successful Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District’s policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the successful Bidder shall be permitted to use these substances when performing work on District property.

d. The successful Bidder(s) shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude.

e. The Bidder(s) will be responsible for the cost of all the equipment, accessories, labor, materials in order to the work as detailed in the Scope of Services.

f. The names of all subcontractors known, or contemplated, shall be listed. The District may approve all subcontracts.

9.) **Payment**

a. To be eligible for payment, all labor, equipment and materials covered under successful Bidders invoice must be completed and accepted by the District. The District agrees to make payments under this contract within forty five (45) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment.
10.) **Payment**

b. Any amounts due the District under the terms of this or any other agreement may be applied against successful Bidder’s invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the District and successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.

c. Successful Bidder shall submit to the District all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under this contract. Invoices shall not include any costs other than those identified in the executed District purchase order awarding this contract or any subsequent change orders issued by the Purchasing Department. All other costs are the Bidder’s responsibility, except to the extent such charges are identified in the executed District purchase order or change orders. Successful Bidders invoices shall provide at a minimum:

- Type and description of the product or service installed, delivered and accepted; Quantity delivered; Charge for each item
- Extended total (unit costs x quantity)
- This RFP number and / or the DMPS Purchase Order number

d. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty-five (45) calendar days or greater. The Successful bidder will allow the District to make payments using a Procurement Card (PCard).

e. Special Educational or Promotional Discounts: Successful Bidder shall extend any special educational or promotional sale prices or discounts immediately to the District during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

f. *The District reserves the right to pay all invoices using a procurement card.*

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**J. Termination or Cancellation**

1.) In order to protect the vested interests the District, and to ensure the efficient utilization of funds, the successful Bidder shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Scope of Services. With respect to these obligations, the District will report any non-compliance issues to the successful Bidder for corrective action. Continued non-compliance by the successful Bidder shall be the District’s justification for placing the Bidder's contract on probation status or termination.

2.) In the event that the successful Bidder defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the products or services from the next lowest Bidder or from other sources during the remaining term of the terminated/defaulted contract.

3.) In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree on a settlement may be subject to arbitration.

4.) With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty days written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.
J. Termination or Cancellation

5.) Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give thirty days’ notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated.

6.) In the event the filing of a Petition in Bankruptcy by or against the successful Bidder, the District shall have the right to terminate the contract by providing fifteen days’ notice of its intentions to terminate.

7.) If funds anticipated for these products or services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than 20 days written notice documenting the lack of funding.

K. Severability

If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

L. Bribery, Corruption and Gifts

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee’s acts, opinions, judgment or exercise indiscretion with respect to the employee’s duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

M. Disclosure of Information Content

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Bidder as public information. The District’s release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a Bid. Bidders are advised that the District does not wish to receive confidential or proprietary information and bidders are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire Bid as confidential will be deemed non-responsive and disqualify the Bidder’s proposal.

N. Disposition of Information Packages

All Bids become the property of the District and will not be returned to the Bidder at the conclusion of the selection process; the contents of all Bids will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws.
O. Audit or Examination of Contract

Bidder agrees that any authorized auditor, the Office of Auditor of the State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the bidder relating to the orders, invoices, or payment of this contract.

P. Copyrights

By submitting a Bid, the Bidder agrees that the District may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The District shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

Q. Release of Claims

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District’s failure to provide the Bidder with pertinent information as intended by this bid request.
IV. SCOPE OF SERVICES

Contract Period:
The initial contract period will be for one year beginning February 2014 and ending January 2015, with the option to renew the contract annually. The District reserves the option to renew the contract with the successful Bidder for up to four additional one year periods. The amount of the contract for the second through the fifth year shall be negotiated at the close of each preceding year. The renewal option may not be exercised if it is not in the District’s best interest.

General:
During the course of business activity the District has amassed uncollectable accounts from our food service clients in the amount of approximately $200,000. The majority of the accounts are aged over one year and in some cases are several years old. The District anticipates adding one thousand five hundred dollars ($1,500) to two thousand dollars ($2,000) per month to this amount as new outstanding debts occur and age. Currently, the District attempts to recoup this money by using its own staff in conversations with parents directly. The District intends to continue this approach for the initial contact period (six months) after which it plans to turn over any uncollectable portion to the selected service provider. Presently there are approximately two thousand (2,000) outstanding accounts with an average account balance between fifty ($50.00) and seventy five dollars ($75.00) per account for a total of $200,000. The District’s plans would be to turn over existing accounts greater than 1 year old and a balance over $100.00 as an initial starting point for all enterprise funds (food and nutrition, child care, etc.). The total balance of outstanding debt in the child care fund is $40,000.00.

Required Conditions & Services:
- The Successful Bidder must be able to demonstrate compliance with the Fair Debt Collection Practices Act (FDCPA), Telephone Consumer Protection Act (TCPA) and Health Insurance Portability and Accountability Act (HIPAA) (See Section V)
- The Successful Bidder must provide a detailed, systematic approach to debt collection in accordance with all Local, State, and Federal (FDCPA) laws regarding debt collection for public entities. (See Section V)
- The Successful Bidder must have sufficient technology to effectively communicate and collect the District’s outstanding debt. (See Section V)
- The Successful Bidder must be registered and licensed to perform this service in the state of Iowa. (See Section V)
- The Successful Bidder must allow all debtors to pay the District directly once payment is deposited in District accounts the District will pay the agreed upon fees to the service provider.
- The Successful Bidder must be able to maintain confidential information regarding District accounts and accept the District’s indemnification requirements. (See Section V), (Section I, #7 above.)
- The Successful Bidder must provide periodic management reports as directed by the District to monitor the success of collection program. (See Section V)
RFP7169 Debt Collection Services

Required Conditions & Services:

- The Successful Bidder(s) shall furnish all supervision, sufficient labor, fuel, materials, equipment, employee safety training, supplies, insurance and other resources to perform as specified in this request for proposal.
- The Successful Bidder(s) must be able to demonstrate their ability to perform the required services by completing the Company Qualifications form (Executive Summary Section V).
- The Successful Bidder(s) shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude.
- The Successful Bidder(s) maybe asked by the District to remove / replace an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the Successful Bidder(s) shall be permitted to use these substances when performing work on District property.

Duties & Responsibilities of the School District:

- The District will provide the Successful bidder with a list of accounts and the necessary internal reports to initiate service.
- The District will provide the Successful bidder meeting opportunities to discuss the District’s philosophy on how it would like communications to be handled with those owning money to the District
V. COMPANY QUALIFICATIONS

Executive Summary: Please include an executive summary detailing your understanding of the requirements for this request, as well as a detailed outline on how your company will address the needs of the District. (Please be as specific as possible, your response should include the number of staff you plan to allocate to our account including supervision)

Contact Information
Please complete these sections below indicate the structure of your organization, its ability to conduct business in the State of Iowa, as well as provide the financial and insurance information requested.

RFP Contact: ____________________________
Title: ____________________________
Name of Firm: ____________________________ Check One
Corporation
Partnership
Individual
Joint
Address: ____________________________
Phone: ____________________________
Fax: ____________________________

Years in business: ____________
Years the organization has been under its present name: ____________
Former names used by your organizations: ____________________________

Corporations:
Date of incorporation: ____________ State of incorporation: ____________
President’s Name: ____________________________
Vice President’s Name: ____________________________
Secretary’s Name: ____________________________
Treasurer’s Name: ____________________________

Individuals / Partnerships:
Date of organization: ____________
Names and Addresses of all individuals and partners: ____________________________

________________________________________

________________________________________
**Qualified States & Business:**

Is your company qualified to do business in Iowa?  ________________________________________________

If yes, what is your Registration Number?  ________________________________________________

Is your firm authorized to perform collection services in Iowa?  _________________________________

List the states in which partnership or trade name is filed: _______________________________________

**Organizational Structure & Personnel:**

Provide an organizational chart indicating the individuals or positions that would work on and have knowledge of the project with the District. Provide the resumes of the key individuals of your organization who will managerially oversee and directly work this account, include their professional qualifications, memberships, affiliations and ability to perform the required services as well as the numbers of years’ experience providing the required service.

**Questionnaire:**  *(You may use additional sheets to respond to the questionnaire)*

What is the *primary* scope of your organization’s operation (What areas does your company excel)?  ________________________________

________________________________________________________

Brief statement of understanding detailing the nuances of debt collection services and how to implement an effective program, this should include some mention of the integration of services with any / all Local/State / Federal mandates for collection of public debt. I.e. *the Fair Debt Collections Practices Act*:  __________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Brief outline of how an effective program would work, policies, procedures, etc.  __________________

________________________________________________________________________________________

________________________________________________________________________________________

Brief description of how a plan would be implemented, with special considerations given to the complexity and diversity of the District, i.e. language and cultural sensitivities and considerations:  ________________

________________________________________________________________________________________

________________________________________________________________________________________

Brief description of systems used to execute a successful collections program, i.e. interactive voice response systems, web-based credit or debit card systems, and call distributors, etc.  __________________

________________________________________________________________________________________

________________________________________________________________________________________
RFP7169 Debt Collection Services

Questionnaire:

Statement of understanding regarding credit card industries compliance policies and procedures:

Brief description on how debtors and District information will remain confidential i.e. systems used or methodology employed:

Brief description of a successful record retention system for debt collection services:

Detail the number of employees:

Detail any subcontractors your firm would use to provide the service considered:

Detail the size of your current client list:

Detail your organizations current contracts with public entities that have the same characteristics and complexities as the DMPS (The names of the entities are not required at this point however we reserve the right to contact the organizations during our evaluation process)

Detail any / all judgments, pending, or expected litigation or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization or warrant that no such conditions exist.

Provide information about the organizations policies, practices, and standards for maintaining the confidentiality and integrity of the client’s data, and information.
**Questionnaire:**

Provide information on how the organizations regarding dispute resolution ____________________________

Include a sample management report which monitors the success of the program: ____________________________

**Insurance:**

List the name, address and contact of the organization’s insurance agent(s):

**Financial Information:**

List the name, address and contact of your organizations bank(s) or your D&B #:

*The District may, at any time, investigate a bidder’s ability to perform the work. The District may ask for additional information about a company and its work on previous contracts. Please be aware that the District may use sources of information not supplied by the bidder concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from communications and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the District.*
VI. REFERENCES
Provide a listing of at least three (3) references for which the company has provided similar services within the last five (5) years, and whose complexities are similar to those presented in this proposal:

Customer name: ____________________________________________________________
Address: __________________________________________________________________
City / State / Zip: __________________________________________________________
Contact name: ____________________________________________________________
Contact title: ______________________________________________________________
Telephone: __________________________________________________________________
E-mail address: __________________________________________________________________

Customer name: ____________________________________________________________
Address: __________________________________________________________________
City / State / Zip: __________________________________________________________
Contact name: ____________________________________________________________
Contact title: ______________________________________________________________
Telephone: __________________________________________________________________
E-mail address: __________________________________________________________________

Customer name: ____________________________________________________________
Address: __________________________________________________________________
City / State / Zip: __________________________________________________________
Contact name: ____________________________________________________________
Contact title: ______________________________________________________________
Telephone: __________________________________________________________________
E-mail address: __________________________________________________________________
VII. EXCEPTIONS

List and detail any / all exceptions with the scope of services as presented or omissions you feel need to be addressed.

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VIII. FORM OF PROPOSAL

Based upon the Scope of Services as well as the exhibits, please indicate your costs to perform the required services. Your proposal shall clearly state all of the costs associated with the service requested. No other costs post award will be accepted.

Flat fee / account to perform the services as described. $________________

Startup fees if any $________________

Travel or miscellaneous charges if any $________________

Any additional costs not detailed above if any $________________

Company Name:__________________________________________

Street Address:__________________________________________

City / State/ Zip:__________________________________________

Contact Phone Number:____________________________________

Contact Fax Number:______________________________________

Contact Email Address:____________________________________

Authorized Representative Signature:________________________

Representative Name (print):________________________________

THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT THE BIDDER UNDERSTANDS AND AGREES TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS AS DETAIL IN THIS REQUEST FOR PROPOSAL, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL SERVICES AS DEFINED IN THE SCOPE OF SERVICES AND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS DOCUMENT. BIDDER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS. THE BIDDER ASSURES TO THE BEST OF THEIR ABILITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE BIDDER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE BIDDER AND THE DISTRICT. FURTHERMORE THE BIDDER CERTIFIES THAT NEITHER THEY NOR THEIR UNSUCCESSFUL BIDDER(S) HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.
Exhibit A
Offender Acknowledgement

[Contractor’s Company Name] ("Contractor’s Company Name") is providing services to the Des Moines Public School District ("District") as a vendor, supplier, contractor or subcontractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: _____________________

[Company’s Name]

By: _____________________________

Printed Name: _____________________________

Title: _____________________________
Exhibit E
Endorsements

ADDITIONAL INSURED ENDORSEMENT
Des Moines Public Schools, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT
Non-waiver of Governmental Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and the including of the District as an Additional Insured does not waive any of the defenses of governmental immunity available to the District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity: The District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the District.

No Other Change in Policy: The insurance carrier and the District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND NONRENEWAL ENDORSEMENT
Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Des Moines Public Schools, Human Resources c/o Cathy McKay, Risk Manager, 901 Walnut Street, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

WAIVER OF SUBROGATION
To the fullest extent permitted by law, the Successful Bidder hereby releases the District, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Successful Bidder or anyone claiming through or under the Successful Bidder by way of subrogation or otherwise, for any loss without regard to the fault of the District or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of the contract. The Successful bidder’s policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Successful Bidder to recover there under.