

Third Judicial Circuit of Michigan

REQUEST FOR PROPOSALS

FOR

WAYNE COUNTY FRIEND OF THE COURT CUSTOMER SERVICE CALL CENTER

Issue Date: March 25, 2021

Pre-Application Question Deadline: May 7, 2021, 4:00 p.m. EST

Pre-Application Answers to Questions posted: May 21, 2021, 4:00 p.m. EST

Application Deadline: June 25, 2021, 4:00 p.m. EST

Application Submission Format: Electronic Application Submitted to
WayneFOCCallCenterRFP@3rdcc.org

Application Contact: Erin Lincoln

Phone: (313)224-6639

Email: WayneFOCCallCenterRFP@3rdcc.org

Description: The Third Judicial Circuit Court of Michigan (Court) requests applications from interested and qualified parties who wish to be considered as the provider for the staffing of the Wayne County Friend of the Court (the FOC) Customer Service Call Center (Call Center). The Court is the largest circuit court in Michigan, with 58 judges and three operating divisions. The Third Circuit Court has jurisdiction over Civil, Criminal, and Family matters arising in the County of Wayne, Michigan. The Court is located in Detroit, Michigan.

The FOC is the largest FOC in Michigan, with over 275,000 active domestic relations cases. The FOC is the administrative arm of the Court that assists the 10 Circuit Court Judges and one Probate Judge who sit on the Family Division-Domestic Relations bench by investigating, reporting, and making recommendations to the Court on matters of custody, parenting time, and support of minor children; and providing mediation as an alternative method of dispute resolution

The Request for Proposal (RFP) is available online at 3rdcc.org. From time to time, the Court may update this RFP and supporting documents. Applicants are responsible for any additional information, changes, and addenda regarding this RFP posted on the Court website at

www.3rdcc.org through the application deadline. Please email any questions to the contact address provided in this document.

Questions regarding the substance of this RFP or scope of services must be submitted via e-mail to the Application Contact no later than the Pre-Application Question Deadline indicated above. Answers will be posted on the Court website on May 21, 2021.

Interested parties must submit a completed electronic application on or before the Application Deadline indicated above to WayneFOCCallCenterRFP@3rdcc.org. A late application will not be accepted—NO EXCEPTIONS.

(remainder of page intentionally left blank)

TABLE OF CONTENTS

SECTION 1-INSTRUCTIONS 5

- 1. Communications..... 5
- 2. Pre-Application Information and Questions 5
- 3. Request for Application Modifications 5
- 4. Application Submission 6
- 5. Application Signatures 6
- 6. Contract Award 7
- 7. Application Modifications..... 7
- 8. Rejection..... 7
- 9. Compliance with Laws 7
- 10. Non-Discrimination..... 8
- 11. Disqualification of Applicants 8
- 12. Financial Strength 8
- 13. Discussions 8
- 14. Applicant Responsibilities..... 8
- 15. Disclosure of Contents 9
- 16. Eligibility..... 9

SECTION 2-SPECIFICATIONS AND SCOPE OF WORK 10

- 1. Essential Services to be Provided..... 10
- 2. Performance Standards..... 13
- 3. Pricing Information 13
- 4. Review of Proposal and Criteria for Evaluation of Proposals 13
- 5. Independent Contractor Status 15
- 6. Indemnification 15
- 7. Compliance with Civil Rights and Other Laws 16

SECTION 3- PROFESSIONAL SERVICES CONTRACT..... 17

- 1. Scope of Work..... 17
- 2. Work Environment..... 17

| | | |
|-----|-----------------------------------|----|
| 3. | Term and Termination..... | 17 |
| 4. | Payment Provisions | 18 |
| 5. | Status of Contractor..... | 19 |
| 6. | Assignment..... | 20 |
| 7. | Subcontracting..... | 20 |
| 8. | Records of Audit | 20 |
| 9. | Confidentiality..... | 20 |
| 10. | Conflict of Interest | 21 |
| 11. | Amendment | 21 |
| 12. | Equal Opportunity Compliance..... | 21 |
| 13. | Insurance | 22 |
| 14. | Indemnification | 24 |
| 15. | Limitation of Liability | 25 |
| 16. | Workers' Compensation..... | 25 |
| 17. | Jurisdiction and Law | 25 |
| 18. | Arbitration | 26 |
| 19. | Force Majeure | 26 |
| 20. | Notices..... | 26 |
| 21. | Severability..... | 27 |
| 22. | Survivability | 27 |
| 23. | Entire Contract | 27 |

SECTION 1-INSTRUCTIONS

1. **Communications:** In an effort to create an unbiased procurement process, the Court established a single point of contact to be used by interested parties and applicants. From the issue date of this RFP until the Court selects a successful applicant, all requests or contacts with Court Personnel regarding this RFP, including requests for clarification or additional information regarding this RFP or the evaluation process, must be made solely through the Application Contact listed on the cover page of this RFP. No contact regarding this RFP process with other Court employees is permitted.

A violation of this provision is cause for the Court to reject an application. Upon discovering that a violation has occurred, the Court reserves the right to reject any application or terminate any contract awarded pursuant to this RFP.

2. **Pre-Application Information and Questions:** The Court will evaluate each timely submitted application on its merit and completeness of all requested information. In preparing applications, interested parties are advised to rely only upon the contents of this RFP, the accompanying documents, and any written clarifications or addenda issued by the Court. If an interested party finds a discrepancy, error, or omission in the application package, or requires a clarification of it, or if there are questions about the work to be performed under the RFP and its requirements, the interested party is requested to notify the Application Contact, so that written clarification may be posted on the RFP page at www.3rdcc.org. Questions or requests for clarification may be emailed to WayneFOCCallCenterRFP@3rdcc.org with the Subject Heading "Wayne FOC Call Center RFP-Questions".

All questions must be submitted in writing to the Application Contact before the Pre-Application Question Deadline listed on the front of this document. All answers will be issued in the form of a written addendum on the Court's website at www.3rdcc.org by the date listed on the front of this document. The Court is not responsible for and is not bound by any oral representations inadvertently made by staff.

3. **Request for Application Modifications:** Clarifications, modifications, or amendments may be made to this RFP at any time prior to the Application Deadline at the discretion of the Court. It is the interested party's responsibility to periodically check the Court's webpage at <http://www.3rdcc.org> until the posted Application Deadline to obtain any issued addenda.

4. **Application Submission:** To be considered, the application must be prepared in the manner and detail specified in this RFP.
 - a. Applications must be submitted digitally to WayneFOCCallCenterRFP@3rdcc.org with the subject heading “Wayne FOC Call Center RFP-Proposal”, on or before the date and time indicated as the deadline. It is the interested party’s responsibility to ensure that the Court receives its application by the deadline. This responsibility rests entirely with the interested party. The interested party will receive an auto response when the application has been received by the Court’s email system.
 - b. The Proposal must be in writing, on the digital equivalent of 8.5” x 11” paper with 1” margins and submitted electronically. The Proposal shall use 12-point unreduced Times New Roman font, double spaced and shall contain a table of contents.
 - c. The Proposal must be received on or before June 25, 2021 at 4:00 p.m. EST. A Proposal received after this time and date shall not be considered by the Court.
 - d. Applications received after the above deadline will not be accepted. The time stamp on the email at the Court shall serve as the official time of receipt.
 - e. The opening of an application does not constitute the Court’s acceptance of the submission as a qualifying application.
 - f. Submission of a qualifying application establishes a conclusive presumption that the applicant is thoroughly familiar with and agrees to the terms and conditions of this RFP including the contract in Section 3.
 - g. All costs incurred in the preparation and presentation of the application, as well as any resulting contract, are the interested party’s sole responsibility. The Court will not reimburse such costs to any organization. All documentation submitted with the application becomes the property of the Court.
5. **Application Signatures:** Each signature represents a binding commitment upon the applicant to provide the services offered to the Court under the terms specified in this RFP, if the applicant is selected. Applicants may use either a written or digital signature as provided at MCR 1.109(E).

6. **Contract Award:** The Court reserves the right to withdraw this RFP or to award contracts to any number of qualified applicants. The Court may waive informalities in the application if it is in the Court's interest. The applicant(s) to whom the contract(s) is (are) offered will be notified at the earliest possible date. It is anticipated that Court shall make its selection in early September 2021, with the selected applicant being notified of the award by mid-September 2021. The selected applicant must be prepared to commence work under the contract on January 1, 2022 or as soon thereafter, as agreed upon by the parties.

A contract award is contingent upon the availability of funds, as determined solely by the Court. Acceptance of an application does not constitute a binding contract. Failure to accept the terms and conditions of the Court's Contract may deem the applicant non-responsive and the applicant will not receive the award.

7. **Application Modifications:** An applicant may clarify, modify, or amend a submitted application prior to the Application Deadline Date only within the discretion of the Court and with the written approval of the Application Contact.
8. **Rejection:** The Court reserves the right to accept or reject any or all applications, and to waive any minor informality or irregularity in applications received, if it is determined that the best interests of the Court will be served by doing so.
9. **Compliance with Laws:** The applicant must comply with all federal, state, and local laws and policies including, but not limited to:
 - a. The Michigan Civil Rights Act;
 - b. The Persons with Disabilities Act;
 - c. The Age Discrimination Act;
 - d. Section 504 of the Rehabilitation Act; and
 - e. Title VII of the Civil Rights Act of 1964.
 - f. Title IVD of the Social Security Act of 1975
 - g. U.S. Code Title 42, Chapter 7, subchapter IV, Part D
 - h. 45 Code of Federal Regulations (CFR) Part 300 to 399
 - i. 45 CFR Part 75
 - j. 45 CFR Part 95
 - k. 2 CFR Part 200
 - l. Applicable Michigan Compiled Laws and Public Acts
 - m. Applicable Michigan Court Rules
 - n. Friend of the Court Manual
 - o. Prosecuting Attorney Handbook

- p. Combined IV-D Policy Manual
 - q. Michigan IV-D Child Support Manual
 - r. Michigan IV-D Memorandum (previously referred to as Action Transmittals)
 - s. MDHHS issued policies and procedures
10. **Non-Discrimination:** The Court will not contract with any organization or person that discriminates against employees or applicants for employment because of any factor not related to job performance. Applicants must comply with all federal, state, and local laws and policies that prohibit discrimination in employment practices and contracts. If the Court permits a subcontract of services, applicants must include in their subcontracts provisions that prohibit subcontractors from discriminating in their employment practices. Any awarded contract may be terminated if the contractor is found to have engaged in unfair labor practices according to the National Labor Relations Board or Unfair Labor Practice register under MCL 423.322.
11. **Disqualification of Applicants:** Any one or more of the following causes may be considered sufficient for the disqualification of an application and the rejection of the Application: (a) lack of competency as revealed by past work; (b) lack of responsibility as shown by past work; (c) insufficient staffing/support; (d) lack of financial strength; (e) any falsification of the application and/or (d) insufficient insurance.
12. **Financial Strength:** The applicant must, to the satisfaction of the Court, demonstrate its financial ability to carry out the obligations set forth in this RFP. Financial statements audited in accordance with accounting principles generally accepted in the United States must be submitted for the last two (2) years to ensure that the applicant is financially capable to fulfill the terms of the contract.
13. **Discussions:** The Court may contact applicants, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements.
14. **Applicant Responsibilities:** Applicants must be capable of providing all services as described under SECTION 2 – SCOPE OF WORK and the selected applicant(s) must maintain these capabilities throughout their performance under the Contract. The Court will consider the signators for the successful applicants to be the sole points of contact with regard to contractual matters unless a different contact person is identified in writing through the RFP mailbox, noted in the response to the RFP or identified in the agreed upon Contract. The selected applicant(s) will be responsible for all services in this RFP whether they are provided or performed by the successful applicant(s) or subcontractor(s). The Court must approve in writing any proposed subcontractor prior to the successful applicant permitting the subcontractor to perform any services established

by this Agreement. The selected applicant(s) is responsible for all obligations, payments, and liabilities arising under this Agreement. This includes any payments and liabilities to any approved subcontractor(s).

15. **Disclosure of Contents:** All information provided in the application shall be held in confidence and shall not be revealed or discussed with other applicants except as provided by law or court decision.

16. **Eligibility:** The Court will not entertain any Proposal from an interested party who is affiliated with the Court as described in [Michigan Supreme Court Administrative Order 2016-5](#). In addition, the interested party shall certify that the interested party presently has no personal or financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this RFP, and that in the performance of any contract resulting from this RFP, no persons having any such interest shall be employed. The interested party shall also certify that the interested party does not have any of the following relationships with any Judge of the Court, the Executive Court Administrator, or any other Court employee: spouse, child, parent, brother, sister, grandparent, grandchild, uncle, aunt, niece, nephew, first cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law; unless otherwise identified. Finally, the interested party shall certify that no officer, member, or employee of the Court or other public official who exercises any functions or responsibilities in the review or approval of the Proposals under this RFP, has any personal or financial interest, direct or indirect, in this RFP or in the proceeds of any resulting contract arising out of the RFP.

(remainder of page intentionally left blank)

SECTION 2-SPECIFICATIONS AND SCOPE OF WORK

The Wayne County Friend of the Court operates a Customer Service Call Center (Call Center) through a third-party vendor. The Call Center receives all public calls after they are filtered through the State of Michigan Interactive Voice Response (IVR) unit. From the public's point of view, the Call Center is the Friend of the Court. The Friend of the Court assists the Family Division of the Third Judicial Circuit Court in resolving child support, custody, and parenting time disputes; family support cases; and establishment of paternity.

Call Center personnel:

- answer payment inquiries;
- answer general information questions and case specific questions;
- assist parties with address, email address, employment, and other contact information changes to the Court's case management system, and any other system used by the Friend of the Court to maintain parties' records;
- assist parties with understanding the domestic relations process;
- facilitate account corrections and updates;
- provide information to callers regarding child support, medical support, enforcement issues, hearing schedules, interstate enforcement information and other FOC information and processes;
- mail out account information and/or Court forms to parties;
- obtain employer information from parties so that income withholding notices can be generated;
- request that payers of support who are delinquent in support payments and/or are not making payments make a payment and assists those parties with immediate payment towards the obligation; and,
- assist parties with finding proper Court forms.

Some calls may need to be escalated to the FOC for handling. The Call Center receives approximately 700 calls each day.

1. Essential Services to be Provided

The selected applicant shall establish the Call Center facility in Wayne County, Michigan. Absent a written waiver signed by the Chief Judge or his/her designee, all staff shall work at this location. The selected applicant will provide all equipment, networking and other facilities necessary to perform the functions of the Call Center, including, but not limited to, computers, telephones and other office equipment and software required to interface with the State of Michigan's (State) Interactive Voice Response (IVR) system, Court's computerized and/or imaging records and with the Court's case management system and any other Friend of

the Court system needed for the Call Center work. The selected applicant shall staff the Call Center with sufficient employees, including support staff, to operate Monday through Friday from 8:30 a.m. through 4:30 p.m. The Call Center shall be open every day except for holidays observed by the Court. Any other closure of the Call Center must have prior approval by the Court.

Interested parties must provide their staffing plan for the Call Center. This should include the minimum acceptable staffing necessary to meet the service level requirements to respond to telephone inquiries as detailed above, as well as, supervisors to train staff, monitor performance, maintain quality assurance, and ensure that performance standards are met. The supervisors are also responsible for resolving escalated calls for the telephone operators on issues they could not successfully resolve.

The minimum acceptable staffing standards will be enforced throughout the term of this contract award. The proposal should include a proposed system of financial penalties for non-compliance with the agreed upon minimum acceptable staffing standards. Additionally, a corrective action plan may be implemented to provide immediate solutions to correct any staffing deficiencies.

Because Call Center representatives must be conversant in issues related to the Wayne County Friend of the Court, the selected applicant shall conduct an initial training and at least an annual updated training to ensure that staff perform the functions of the Call Center. Training shall include training on the Court's case management system and any child support system that is used, child support training, training regarding security and confidentiality, and training relative to the actual operations and procedures of the FOC and the Family Division of the Court. The selected applicant shall also regularly train the Call Center representatives in collection techniques and practices in order to assist them in collecting child support from non-paying parties. Call Center staff must comply with any training requirements set forth by the State Office of Child Support. Currently, those requirements are at minimum one MiCSES training and one customer service training every two years. Contractor must conform with any enhanced training requirements imposed by the State Office of Child Support as if initially incorporated into the contract. This will ensure that staff is familiar with FOC and Office of Child Support functions and processes. It will also ensure compliance with FOC referral protocols. The selected applicant will provide customer service training, which shall include responding to agitated litigants, dealing with sensitive and confidential domestic relations issues, and call "wrap" techniques. The selected applicant shall provide the Court with any prepared training materials, work product or documentation created pursuant to this Contract on an annual basis, or more regularly as updated.

The selected applicant must establish connections with the State IVR system. This connection initially will be telephonic, meaning that the contracted staff must be able to receive inbound calls transferred from the IVR. The contractor shall provide a minimum of 3 units (3U)

of rackspace to accommodate 3rd Circuit Court AT&T Switched Ethernet egress CE device, switch, and firewall hardware necessary for communications to the courts case management system. The selected applicant shall provide special service numbers, e.g. a case establishment hotline, and the ability to create additional numbers as required to perform the terms of service. The selected applicant must provide a Text Telephone (TTY) line and use a court-approved telephonic language line for callers with limited English proficiency. The system shall provide an automatic callback option. This enables parties who are waiting on hold to retain their place in line and to receive a call from the Call Center when their call slot is reached. Utilizing this telephony, the selected applicant must be able to compile and prepare reports as requested by the Court.

As the Call Center is being established to take inbound calls from the State of Michigan/FOC IVR, the Contractor must develop and maintain the capability to receive and send calls from both the State of Michigan telephony and the Wayne County FOC telephony. The Call Center representatives must be provided with equipment that will allow for agent initiated transfers between entities. Additionally, to assist staff in ensuring the accuracy of contact information with FOC clients, the Contractor must provide Call Center employees with access to Accurant or an equivalent address verification service.

The selected applicant shall prepare reports as requested by the Court, however no less than once per month and a comprehensive annual report. Reports shall include but are not limited to calls received, calls answered, calls abandoned, reasons for call, call resolution, time on hold, agent handle time, speed of answer, and the number of calls required resolving the issue. The selected applicant shall also report on the number and type of customer complaints, the resolution of customer complaints, whether the complaint was escalated from line staff to a supervisor, and whether the complaint arose from an issue within the control of the Call Center. The selected applicant shall also provide information as the number of issues escalated to the Friend of the Court. Further, the selected applicant shall include in the monthly and annual reports statistics and information regarding the collection goals, number of collection attempts and amount of payments generated by those collection attempts.

The selected applicant is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards. The selected applicant must be able to demonstrate the ability to ensure its' respective employees, maintain their obligations to keep all Confidential Information confidential. The Proposal must contain a comprehensive LEIN, IRS, and Title IV-D compliant security plan. This includes meeting IRS and Title IV-D requirements to safeguard the information accessed by Call Center employees. In addition, the selected applicant shall only employ staff at the Call Center who have undergone fingerprinting and passed background checks in compliance with the Title IV-D grant. Any subsequent changes made by the State Office of Child Support regarding background check requirements shall be treated as if initially

incorporated into the Contract. Failure to comply with this requirement constitutes a material breach and serves as grounds to immediately terminate the contract for cause. The selected applicant shall also include a business continuity and disaster backup plan as part of the RFP response, detailing how the selected applicant will continue Call Center operations in the event that a disaster shall interfere with normal Call Center operations.

Finally, the selected applicant shall provide a consulting component. This component shall provide 120 hours of consulting services per contract year regarding child support collections with guidance on how to increase the efficiency and customer service of the process within the Call Center and at the FOC. It shall also provide an additional 120 hours of consulting services per contract year regarding enhancements and/or improvements to the Call Center technology.

2. Performance Standards

The selected applicant shall provide at least the staffing levels provided above to satisfy negotiated performance standards. Such standards shall include, but not be limited to: average hold time, average abandoned call time, total number of calls, total number of abandoned calls, maximum delay before callers speak with a representative, average delay before callers speak with a representative, rate of calls resolved by the Call Center, rate of customer service, customer satisfaction level, resolution of customer concern level, child and medical support collection efforts, and accuracy rate.

3. Pricing Information

A Proposal shall provide for an initial contract term of three (3) years with two options of one (1) years that will automatically renew unless a party declines a renewal in writing. The Proposal may use a monthly flat rate charge or alternate payment proposal that permits the Court to reasonably calculate the actual Call Center cost if awarded under the alternate funding proposal. The proposed budget must align with the scope of work, shall outline the costing methodology utilized, and itemize all direct and indirect costs components of the proposal. The Proposal shall include pricing information that reflects and identifies any discounts awarded to government agencies. Any contract entered into arising out of this Proposal shall be terminable based upon available funding.

4. Review of Proposal and Criteria for Evaluation of Proposals

The Court's Chief Judge or his or her designee(s) will review all timely submitted Proposals. The Chief Judge will select the successful applicant from the reviewed Proposals. The Court will negotiate the terms of a contract for the operation of the Wayne County Friend of the Court Customer Service Call Center as attached in Section 3.

In selecting a Proposal and awarding a contract, the Court will consider the submission that most effectively demonstrates:

1. An ability to competently provide the services required by the RFP with appropriate service level criteria, including;
 - a. Cost. Bidders are not to inflate prices in the initial proposal, as cost is a factor in determining who may receive an award,
 - b. Adequacy and completeness of proposal,
 - c. Compliance with the terms of the RFP, and
 - d. Methodology to accomplish tasks.
2. An expertise and past experience in providing services of the type required to operate domestic relations/child support call centers, with emphasis on
 - a. Employee qualifications and tenure, and
 - b. Competitive wages through the term of the contract.
3. The financial strength and organizational security required to carry out the contracted obligations and services:
 - a. A financial audit as referenced at Section 1, 12 of this document, and
 - b. A disclosure of any unsatisfied judgments or awards finding/holding applicant liable for damages.
 - c. Qualifying insurance coverage as outlined in the contract attached as Section 3, Section 13.
4. Relevant references; and
5. An ability to provide such services at the lowest overall cost to the Court.

The Court may accord such weight to the foregoing factors as the Court, in its sole and exclusive discretion, deems to be in its best interests. The Court reserves the right to select the Proposal(s) from the most responsible, capable, experienced applicant(s) with the most sensible cost and service proposal.

The Court reserves the right to accept or reject any and all Proposals received as a result of this RFP. It further reserves the right to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the Court. The solicitation of the RFP shall not commit the Court to award a contract.

All material received in response to this RFP shall become the property of the Court and will not be returned to the applicant. Regardless of whether and which applicant is selected, the Court reserves the right to use any information presented in a Proposal unless the applicant designates the information as proprietary. Each response page containing the proprietary information must be clearly stamped "Proprietary Information." The Court will attempt to restrict such information from disclosure; however, the Court shall not be liable for any accidental or inadvertent disclosure of the proprietary information.

The Court is not obliged to accept all aspects of any Proposal offered in response to the RFP. The contents of the Proposal of any applicant may become a contractual obligation and may be added to the proposed contract attached in Section 3 if a contract is entered into with that

Contractor. Failure of an applicant with a successful offer to accept this section may be grounds for rejection of the Proposal and cancellation of the tentative award.

The Court may determine if it is in its best interest to seek a “Best and Final Offer” from applicant(s) submitting acceptable and/or potentially acceptable Proposals. The “Best and Final Offer” would provide an applicant the opportunity to amend or change its Proposal to make it more acceptable to the Court. The Court reserves the right to choose whether or not to exercise this option.

The Court may require applicants to make a presentation of their Proposal. This opportunity would provide the applicants the ability to clarify its Proposal to ensure mutual understanding of the work to be completed. Such Proposals should be prepared simply and economically to provide a straight forward and concise description of the applicant’s ability to meet the requirements of the RFP. The presentation should emphasize the completeness and clarity of the Proposal. The Executive Court Administrator’s Office or designee will schedule these presentations as required by the Court.

The Court is not liable for any costs incurred by applicants in the preparation of their Proposal or presentation. Any costs incurred by the applicant prior to the approval and execution of the contract with the Court are the sole responsibility of the potential Contractor.

Work anticipated under this Proposal should commence, upon approval by the Court, on January 1, 2022 at 8:30 a.m. or as soon thereafter as is practicable. It is anticipated that Court shall make its selection in early September 2021, with the selected applicant being notified of the award by mid-September 2021. The successful applicant is solely responsible for meeting all terms and conditions specified in this RFP, its Proposal, and any resulting contract. The successful applicant may not subcontract any portion of the resulting contract to any other firm or person without the written approval of the Chief Judge or his/her designate.

The Court reserves the right to have any of the selected applicant’s personnel removed from the project upon demand and to receive the substitution of comparable personnel in place of those removed. The Contractor shall not remove key personnel from the project without written authorization of the Court.

5. Independent Contractor Status

The relationship of the Contractor with the Court shall be that of an independent contractor.

6. Indemnification

The selected applicant agrees to defend, indemnify, and hold harmless the Court from any and all lawsuits, claims, liabilities, losses, and damages of any nature, including the expenses of litigation and attorney fees, that may arise or be alleged to have arisen as a result of the acts or

omissions of the selected applicant or its employees, representatives, contractors, or agents in the performance of any contract that may be entered into as a result of this RFP.

7. Compliance with Civil Rights and Other Laws

As set forth in Section 1, 9, the selected applicant agrees to comply with all applicable federal, state, and local laws, related to civil rights, equal employment opportunities and otherwise, ordinances, rules, regulations, guidelines, Supreme Court and Circuit Court Administrative Orders, Michigan IV-D Child Support Manual and other authority in carrying out the terms of any contract issued pursuant to this RFP. This includes record retention requirements when applicable and access to records and premises for auditing the performance of any work under this services contract. The selected applicant shall also comply with all applicable general administrative requirements, such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of any contract resulting from this RFP, as well as providing assurances concerning debarment and suspension under 45 CFR Part 76.

(remainder of page intentionally left blank)

SECTION 3- PROFESSIONAL SERVICES CONTRACT

THIRD JUDICIAL CIRCUIT COURT

WAYNE COUNTY, MICHIGAN

PROFESSIONAL SERVICES CONTRACT

FOR

CHILD SUPPORT ENFORCEMENT CUSTOMER SERVICE CALL CENTER

This contract is entered into by the Third Judicial Circuit Court (Court) and (SELECTED VENDOR NAME).

The parties mutually agree to the following terms:

1. Scope of Work

- a. The scope of work for this contract is defined by the requirements of the “Request for Proposals For Wayne County Friend of the Court Customer Service Call Center,” issued by the Court on March 25, 2021 including any subsequent changes made thereto and the Proposal submitted to the Court by (SELECTED VENDOR NAME) on (DATE). These documents are incorporated by reference to this contract, become a part of the contract thereof, and are attached hereto.
- b. It is agreed that (SELECTED VENDOR NAME) shall employ (NUMBER) full-time staff on site in Wayne County, as identified in their staffing plan Proposal and will receive an average of 700 calls a day. Call center hours of operation are Monday through Friday from 8:30 a.m. through 4:30 p.m. excluding Court holidays. Failure to meet the minimum staffing levels as documented in Section 2.1 of the Request for Proposal subjects (SELECTED VENDOR NAME) to the liabilities as referenced in that section and (SELECTED VENDOR NAME)’s Proposal.

2. Work Environment

(SELECTED VENDOR NAME) shall perform work on this contract in Wayne County, Michigan.

3. Term and Termination

- a. This Contract begins after execution by the authorized signatories for both parties and ends three years later. It shall automatically renew for two extensions of one-year terms unless one or both parties provide written notice of intent to terminate the Contract at least 120 days prior to the expiration of the term.
- b. Failure to comply with any requirement in this Contract constitutes a material breach and serves as grounds to immediately terminate the contract for cause.

- c. In the event this contract is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this contract, the Court shall retain ownership of all work products and documentation created pursuant to this contract.
- d. Notwithstanding section 3.a, either party shall have the right, at its sole discretion, to terminate this Agreement with or without cause, upon the delivery of thirty (30) days written Notice of Termination to the other.
- e. If the Contract is terminated, the Court will pay (SELECTED VENDOR NAME) for the services rendered prior to termination, as soon as can be authorized, upon providing a proper invoice pursuant to section 4.c. The amount to be paid shall be calculated on a pro rata basis of the monthly amount otherwise owed to (SELECTED VENDOR NAME) for the month in which the services are terminated.
- f. After receiving or sending a Notice of Termination and except as otherwise directed by the Court, (SELECTED VENDOR NAME) must:
 - i. Stop work under the Contract on the date of termination stated in the Notice to the extent specified in the Notice of Termination.
 - ii. Obligate no additional contract funds for payroll costs or other costs beyond the termination date.
 - iii. As of the date the termination is effective, present all Contract records and submit to the Court the records, data, notes, reports, discs, and documents (“Records”) as the Court specifies, all pertinent keys to files, and carry out such directives as the Court may issue concerning the safeguarding or disposition of files and property.
 - iv. Submit within thirty (30) days of the termination date a final report of receipts and expenditures of funds arising out of this Contract.
 - v. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract that is not terminated.

4. Payment Provisions

- a. The Court shall pay (SELECTED VENDOR NAME) an annual fee call center services in monthly 1/12 increments as provided in table 1:

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Years 6 |
|-------------------|----------|----------|----------|----------|----------|----------|
| Fixed Monthly Fee | (AMOUNT) | (AMOUNT) | (AMOUNT) | (AMOUNT) | (AMOUNT) | (AMOUNT) |

- b. The annual fee or fee for unscheduled work shall be paid by the Court to (SELECTED VENDOR NAME) on a monthly basis after the submission to the Court of an invoice for the prior month’s work. Invoices are to be submitted monthly by (SELECTED VENDOR NAME) to the Court. Invoices must be submitted no later than the 20th of the month of following the month of actual activity. The invoice shall include monthly progress reports that will include at a minimum a discussion of project progress; problems encountered and recommended solutions; identification of policy or management questions; and requested project plan adjustments; as well as call volume (calls answered), calls referred to Michigan State Disbursement Unit (MiSDU), DHHS, and the Court. The progress reports shall be signed by an authorized officer of (SELECTED VENDOR NAME).
- c. The monthly fee shall be inclusive of all costs or expense of whatever nature as provided in the Contract incurred by (SELECTED VENDOR NAME) in providing the services required under this Contract. The Court shall not be liable for any additional fees or costs of whatever nature unless it agrees to the payment of the additional fee or costs.
- d. (SELECTED VENDOR NAME) must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative, or otherwise, or in any internal Court preparatory meetings for the proceeding, in order to assist he Court in any matter relating to the purpose or outcome of this Contract. The Court will compensate (SELECTED VENDOR NAME) under a separately negotiated agreement for any services rendered pursuant to this section.

5. Status of Contractor

(SELECTED VENDOR NAME) and its agents and employees are independent contractors performing professional services for the Court. They are not employees of the State of Michigan, Wayne County, or the Third Judicial Circuit Court. (SELECTED VENDOR NAME) and its agents and employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the State of Michigan, Wayne County, or the Third Judicial Circuit Court as a result of this contract.

6. Assignment

(SELECTED VENDOR NAME) shall not assign or transfer any interest in this contract or assign any claims for money due or to become due under this contract without prior written approval of the Court.

7. Subcontracting

(SELECTED VENDOR NAME) shall not subcontract any portion of the services to be performed under this contract without prior written approval of the Court. (SELECTED VENDOR NAME) shall not assign this contract or enter into a subcontract, which will be paid in whole or in part using money received through this contract without obtaining prior written approval of the Department of Health and Human Services (DHHS). DHHS, as a condition of granting such approval shall require that such assignees or subcontractor shall be subject to all conditions and provisions of this contract. (SELECTED VENDOR NAME) shall be responsible for the performance of all assignees or subcontractors and shall ensure that subcontracted agents comply with all provisions of this contract.

8. Records of Audit

During the term of this contract, and for seven years thereafter, (SELECTED VENDOR NAME) shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Court, the DHHS auditor, and appropriate federal authorities. The Court shall have the right to audit billings both before and after payment. Payment under this contract shall not foreclose the right of the Court to recover excessive or illegal payments. (SELECTED VENDOR NAME) shall allow reasonable access to the Court and DHHS to monitor the facilities and audit the records.

9. Confidentiality

- a. Any confidential information, as defined in State or federal law, code, rules, or regulations regarding the Court's customers, recipients, or providers provided to or developed by (SELECTED VENDOR NAME) shall not be made available to any individual or organization by (SELECTED VENDOR NAME) without the prior written approval of the Court.
- b. (SELECTED VENDOR NAME) warrants that it will maintain the confidentiality of all information derived from the Court, and will neither use nor disclose it to any person or entity without the explicit written permission of the Court, and that each and every employee, agent, or assign of (SELECTED VENDOR NAME) who has access to Court information shall execute the binding agreement attached hereto as Attachment A to the same effect. (SELECTED VENDOR NAME) recognizes that irreparable harm can be occasioned to the Court and its customers by disclosure of confidential information and accordingly, (SELECTED VENDOR NAME) will be solely responsible for any violations.

- c. (SELECTED VENDOR NAME) shall treat all information and, in particular, information relating to recipients of the Court's services, which is obtained through performance under this contract as confidential information in accordance with the provisions of 45 CFR 205.50 and all other applicable federal and State law, code, rules, or regulation, and shall not use any information so obtained in any manner, except as otherwise permitted by this contract and as necessary for the proper discharge of its obligations and securing of its rights under this contract. (SELECTED VENDOR NAME) assumes responsibility for all liability caused by any breach of this section.
- d. (SELECTED VENDOR NAME) shall (1) notify the Court promptly of any unauthorized possession, use, knowledge, or attempt thereof, of the Court's data, files, or other confidential information; (2) promptly furnish the Court full details of the unauthorized possession, use of, knowledge, or attempt thereof, and assist in the investigation or prevention of recurrences of such actions.
- e. Under the Privacy Act and the Internal Revenue Code, (SELECTED VENDOR NAME) personnel can be held personally liable (civilly and criminally) for disclosure or abuse of confidential data. (SELECTED VENDOR NAME) must advise in writing its employees, agents, assigns, and/or subcontractors of the liability prior to their employment on activities related to this contract.

10. Conflict of Interest

(SELECTED VENDOR NAME) warrants that it currently has no interest in and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this contract.

11. Amendment

This contract shall not be altered, changed, or amended except in writing signed by both parties.

12. Equal Opportunity Compliance

- a. (SELECTED VENDOR NAME) and its subcontractors shall comply with all federal, Michigan, and local laws, regulations, or ordinances which prohibit discrimination in employment, including, but not limited to, Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d *et seq.*) and the United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to those Titles; the Age Discrimination Act of 1985 (42 U.S.C. §6101-07); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 *et seq.*); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and its associated regulations; the Michigan Civil Rights Act (1976 PA 453); and the Persons with Disabilities Civil Rights Act (1976 PA 220).
- b. (SELECTED VENDOR NAME) or its subcontractors must not directly or indirectly in connection with the performance of this Contract:

- i. Refuse to recruit, hire, employ, or promote or to bar or discharge from employment an individual or discriminate against an individual in compensation, terms, conditions, or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, sexual orientation, gender identification or expression, religion, familial status, height, or weight.
 - ii. Limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, sexual orientation, gender orientation or expression, religion, familial status, height, or weight.
- c. This Section does not apply if it is determined by the Court's Director of Human Resources that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon (SELECTED VENDOR NAME).
- d. Breach of any of the covenants in section 12 of this contract may be regarded as a material breach of this contract.

13. Insurance

a. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Workers' Compensation: as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- b. If the contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- c. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status -The Court, County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the

CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- ii. Primary Coverage - For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Court, County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Court, County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Court and County. Cancellation of the insurance policy without consent of the Court and County shall be deemed a material breach.
- iv. Waiver of Subrogation - Contractor hereby grants to the Court and County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Court and/or County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Court or County has received a waiver of subrogation endorsement from the insurer.
- v. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Court and County. The Court and County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- vi. Acceptability of Insurers - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Court and County.
- vii. Verification of Coverage - Contractor shall furnish the Court and County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Court and County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Court and County reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- viii. Special Risks or Circumstances – The Court and County reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. Indemnification

- a. (SELECTED VENDOR NAME) shall hold the Court and Wayne County harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including, but without limitation, fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the Court and Wayne County because of any of the following occurring during the term of this Contract:
 - i. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to (SELECTED VENDOR NAME), or an of its personnel, employees, consultants, agents, subcontractors, or employees of subcontractors or any entities associated, affiliated (directly or indirectly), or subsidiary to (SELECTED VENDOR NAME) now existing or to be created, their agents and employees for whose acts any of them might be liable.
 - ii. Any failure by (SELECTED VENDOR NAME), or any of its employees, subcontractors, or agents, to perform its obligations under this Contract.
- b. It is the responsibility of (SELECTED VENDOR NAME) and not the responsibility of the Court to safeguard the property and materials that the employees, subcontractors, or agents of (SELECTED VENDOR NAME) use in performance of this Contract. (SELECTED VENDOR NAME) shall hold the Court harmless for costs and expenses resulting from any loss of the property and materials used by its employees, subcontractors, or agents pursuant to the performance of (SELECTED VENDOR NAME) under this Contract.
- c. Because this agreement does not create an employment relationship between (SELECTED VENDOR NAME) and the Court or County, (SELECTED VENDOR NAME) shall not hold either the Court or Wayne County liable for any personal injury incurred by the employee(s), subcontractors, or agents of (SELECTED VENDOR NAME) while working on this Contract. XXXXXXXXXXXX agrees to hold the Court and Wayne County harmless from any such claim by (SELECTED VENDOR NAME) employees, subcontractsors, or agents and shall maintain the appropriate level of Worker' Compensation coverage as required in section 14 below.
- d. The indemnity provisions of this Article shall not be deemed a waiver of sovereign or governmental immunity that the Court or Wayne County, their respective agencies, or employees or elected officials possess as provided by statute or modified by court decision.

15. Limitation of Liability

- a. Each party's total liability to the other for any and all actions, claims, costs, damages, and/or other liabilities of any nature whatsoever arising out of or in any way related to this agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, two-time the amount to be paid to (SELECTED VENDOR NAME) for the work performed pursuant to this contract. The forgoing limitation shall not apply to:
 - i. Injuries to persons or damage to tangible property caused by (SELECTED VENDOR NAME) negligence or willful misconduct and (SELECTED VENDOR NAME) infringement of a third party's rights in intellectual property for which (SELECTED VENDOR NAME) liability shall be unlimited, or
 - ii. (SELECTED VENDOR NAME) violation of any State or federal law with respect to the privacy of personal information including, but not limited to HIPAA and the HITECH Act for which (SELECTED VENDOR NAME) aggregate liability shall not exceed five (5) times the amount to be paid to (SELECTED VENDOR NAME) for the work performed pursuant to this contract.
- b. In no event shall either party be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, (even if such lost revenue or lost profit is ultimately determined to be direct damages), replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if a party has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

16. Workers' Compensation

(SELECTED VENDOR NAME) agrees to comply with State laws and rules applicable to workers' compensation benefits for its employees. If (SELECTED VENDOR NAME) fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this contract may be terminated by the Court.

17. Jurisdiction and Law

This Contract and all actions arising from it must be governed by, subject to, and construed according to the law of the State of Michigan. (SELECTED VENDOR NAME) consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and manner specified in this Contract will be sufficient to put (SELECTED VENDOR NAME) on notice. (SELECTED VENDOR NAME) will not commence any action against the Court because of any matter arising out of or relating to the validity,

construction, interpretation, and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court, or the Michigan Court of Appeals.

18. Arbitration

Any controversy or claim arising out of or relating to this contract, which is not settled by reasonable negotiations between the parties, will be settled by arbitration that will be binding on all parties. Each party expressly agrees to be bound to any results of such arbitration and not to dispute in any way, at law or otherwise, the decision rendered by such arbitration. Judgment upon the award rendered by the arbitrator may be entered pursuant to section 18. The arbitration will be conducted by a single arbitrator and agreed rules if all parties can agree upon such arbitrator and rules, and if such contract cannot be reached between the parties, the arbitration will be arbitrated by a single arbitrator in accordance with the rules of the American Arbitration Association, which decision will be binding upon the parties. The arbitrator will be a person from the Detroit metropolitan area. The cost of arbitration will be borne equally by the parties. Notwithstanding the foregoing, either party may, on good cause shown, seek a temporary restraining order and/or preliminary injunction from a court identified in section 16 to be effective pending the institution of the arbitration process and the deliberation and award of the arbitrator.

19. Force Majeure Neither party is responsible for *force majeure* events. If there is a dispute between the Parties with regard as to what constitutes a *force majeure* event or the consequences of such an event, the Court's determination is controlling. *Force majeure* shall not be deemed to include strikes or walkouts or other disruptions in service due to labor disputes between the Contractor or its subcontractors and their employees.

20. Notices

- a. Any notice required or permitted to be given by one party to the other under this Contract shall be in writing. It shall be given and deemed to have been served if delivered in person to the address specified in sections 20.b and 20.c of this Article. If mailed, the notice must be sent by certified mail, return receipt requested. The effective date of the notice will be as follows: if hand-delivered, the date of delivery; or if mailed, the date of delivery written on the return receipt.
- b. The address of the Court for all purposes and notices under this Contract shall be:

**The Office of the Executive Court Administrator
The Third Circuit Court of Michigan
Two Woodward Avenue**

**711 Coleman A. Young Municipal Center
Detroit, MI 48226**

- c. The address of the Contractor for all purposes and notices under this Contract shall be:

INSERT CONTACT INFORMATION FOR (SELECTED VENDOR NAME)

- d. From time-to-time, either party may update its address for all purposes of this Contract by giving the other party notice of at least ten (10) days of such address change.

21. Severability In case any one or more provisions set forth in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated into it.

22. Survivability

Sections on Indemnification, Notices, and Confidentiality, and all other provisions that may be so reasonably construed, survive termination or expiration of the Contract.

(remainder of page intentionally left blank)

23. Entire Contract

This contract incorporates all the agreements, covenants, and understandings between the parties concerning the Call Center and all such covenants, agreements, and understandings have been merged into this written contract. No prior agreement or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

IN WITNESS WHEREOF, the parties have executed this contract.

For the Third Judicial Circuit Court

Zenell Brown
Executive Court Administrator

Date

For (SELECTED VENDOR NAME)

Name
Title

Date

Attachment A

Customer Service Unit
Statement of Confidentiality

The undersigned employee of XXXXXXXXXXXX agrees, during the term of the contract between XXXXXXXXXXXX and the Third Judicial Circuit Court and forever thereafter, to keep confidential all information and material provided by the Court or otherwise acquired by the employee, excepting only such information as is already known to the public, and including any such information and material relating to any customer, vendor, or other party transacting business with the Court, and not to release, use, or disclose the same except with the prior written permission of the Court. This obligation shall survive termination or cancellation of the contract between XXXXXXXXXXXX and the Court or of the undersigned's employment with XXXXXXXXXXXX, even if occasioned by XXXXXXXXXXXX's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to the Court, a client or customer of the Court, or to the owner of such information, inadequately compensable in damages and that, accordingly, the Court or such other party may seek and obtain injunctive relief against the breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

Signature

Date

Title