

**Third Judicial Circuit of Michigan**

**REQUEST FOR PROPOSALS**

**FOR**

**WAYNE COUNTY FRIEND OF THE COURT CUSTOMER  
SERVICE CALL CENTER**

Issued: May 1, 2015

<p><b>APPLICATION DEADLINE</b> <b>JUNE 15, 2015 at 4:00 p.m. EDT</b></p>
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Third Judicial Circuit of Michigan  
Executive Court Administrator's Office  
711 Coleman A. Young Municipal Center  
Two Woodward Avenue  
Detroit, MI 48226

## **Part One: Overview Information**

**Request for Proposal (RFP) Title:** Wayne County Friend of the Court Customer Service Call Center

**Issue Date:** May 1, 2015

**Issuing Organization:** This Request for Proposal (RFP) is issued for the Third Judicial Circuit Court of Michigan (the Court). Information regarding the RFP may be obtained from the Executive Court Administrator's Office, which is located in Room 711, Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, MI 48226, or online at <http://www.3rdcc.org>.

**Purpose:** This RFP is issued to solicit proposals from interested and qualified Contractors 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).

**Eligibility:** The Court will not entertain any Proposal from a Contractor who is affiliated with the Court. The Contractor may not be affiliated with the Court. In addition, the Contractor shall certify that the Contractor 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 Contractor shall also certify that the Contractor 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 Contractor 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.

## **Part Two: Submittal Information**

- A. **Form:** The Court does not require the response to the RFP (the Proposal) to be in any particular format. However, the Proposal must be in writing, on 8.5" x 11" paper with 1" margins. The Proposal shall use 12-point unrounded Times New Roman font.
- B. **Where:** The original and six (6) copies of the Proposal should be placed in a sealed envelope and delivered to the Third Judicial Circuit Court, Executive Court Administrator's Office, Room 711, Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, MI 48226. The envelope should be clearly marked

“Response to Request for Proposal for Wayne County Friend of the Court Customer Service Call Center.”

- C. **When:** The Proposal must be received in the Executive Court Administrator’s Office on or before June 15, 2015 at 4:00 p.m. EDT. A Proposal received after this time and date may not be considered by the Court.
- D. **Technical assistance for the RFP:** To ensure that interested parties may accurately respond to this RFP, they may email questions regarding the RFP, the work to be performed under the RFP, and its requirements to Kent Weichmann, Wayne County Friend of the Court, 2<sup>nd</sup> Floor Penobscot Building, 645 Griswold Street, Detroit, MI 48226 (313) 224-6639.

Responses to all questions will be posted at <http://www.3rdcc.org>. All questions must be submitted in writing and received before May 15, 2015 at 4:00 p.m. EDT to ensure a response. Answers will be posted on the Court’s website by June 1, 2015 at 4:00 p.m. EDT.

### **Part Three: FOC Customer Service Call Center**

The Wayne County Friend of the Court operates a customer service center (the Center) through a third-party vendor. The FOC Customer Service Call Center receives all public calls after they are filtered through the state-operated 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 not handled by the State of Michigan Disbursement Unit and general case information questions. They assist parties with address, email address, employment, and other contact information changes to Odyssey and MiCSES. The Contractor will also assist parties with understanding the domestic relations process and facilitate account corrections and updates. Call Center personnel also provide information regarding child support, medical support, enforcement issues, hearing schedules, and interstate enforcement information. If the caller has child support arrearages (obligations), Call Center staff encourages and assists with immediate payment towards the obligation. The Call Center answers between 1,500 and 1,600 calls each day.

#### **A. Essential Services to be Provided**

The successful Contractor shall establish the Call Center facility in Wayne County, Michigan and, absent a written waiver signed by the Chief Judge or his/her designate, all staff shall work at this location. The Contractor will provide all equipment and other facilities necessary to perform the functions of the Call Center, including, but not limited to, telephones and other office equipment and software required to interface with the Court’s computerized and/or imaging records and with the Michigan Child Support Enforcement System (MiCSES) and the Court’s case management system, Odyssey. The Contractor 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 minimum acceptable staffing level is twenty (20) telephone operators to respond to telephone inquiries as detailed above and two (2) 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.

Because Call Center representatives must be conversant in issues related to the Wayne County Friend of the Court, the successful Contractor shall offer all staff an initial training and, at least an annual updated training, to ensure that staff perform the function of the Call Center. At a minimum, training shall include Odyssey and MiCSES training, child support training, and training relative to the actual operations and procedures of the FOC and the Family Division of the Court. 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 Contractor 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 Contractor must establish connections with the FOC Interactive Voice Response (IVR) system. This connection initially will be telephonic, meaning that the contracted staff must be able to receive inbound calls transferred from the FOC IVR. The successful Contractor shall provide special service numbers, e.g. a case establishment hotline, and the ability to create additional numbers as the need arises. The Contractor 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 Contractor 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 FOC IVR, the FOC will be developing its own Genesys SIP based call center software. Upon its deployment, the Contractor shall then utilize the FOC provided self-authentication and skills-based routing system to preload a caller’s case information on the Call Center representative’s computer. The Call Center representatives must be provided with computer equipment that will accommodate access and use of the FOC provided software for Computer Telephony Integration. Additionally, to assist staff in ensuring the accuracy of contact information with FOC clients, the Contractor must provide Call Center employees with access to Accurint or an equivalent address verification service.

The Contractor shall prepare reports as requested by the Court. Reports shall include call volume, reasons for call, call resolution, time on hold, agent handle time, speed of answer, and the number of calls required resolving the issue. The Contractor 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 successful Contractor must be able to immediately begin Call Center operations by taking inbound calls from the FOC IVR and then successfully transition to utilizing the FOC developed software solution.

The Proposal must contain a comprehensive security plan. This includes meeting IRS and Title IV-D requirements to safeguard the information accessed by Call Center employees. In addition, the Contractor shall only employ staff at the Call Center who have passed background checks in compliance with the Title IV-D grant. The Contractor shall also propose a business continuity and disaster backup plan.

Finally, the Contractor 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.

#### **B. Performance Standards**

The successful Contractor shall provide staffing at a level determined 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.

#### **C. Pricing Information**

A Proposal shall provide for an initial contract term of three (3) years with two options of two (2) years that will automatically renew unless a party affirmatively objects to a renewal in writing. The Proposal may provide for 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 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.

#### **D. 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 a Contractor from the reviewed Proposals with whom the

Court will negotiate the terms of a contract for the operation of the Wayne County Friend of the Court Customer Service Call Center.

In selecting a Proposal, 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 call centers;
3. Relevant references; and
4. 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 potential Contractor(s) with the most sensible cost.

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 proposed Contractor. Regardless of whether and which proposed Contractor is selected, the Court reserves the right to use any information presented in a Proposal unless the proposed Contractor 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 Contractor may become a contractual obligation if a contract is entered into with that Contractor. Failure of a potential Contractor 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 potential Contractors submitting acceptable and/or potentially acceptable Proposals. The “Best and Final Offer” would provide a potential Contractor 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 proposed Contractors to make a presentation of their Proposal. This opportunity would provide the proposed Contractor 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 proposed Contractor’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 will schedule these presentations as required by the Court.

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

The contract, when prepared, will be subject to review and approval by the Court to ensure compliance with existing laws, ordinances, regulation, and Court policies.

Work anticipated under this Proposal should commence, upon approval by the Court, on January 1, 2016 at 8:30 a.m. EST or as soon thereafter as is practicable. The successful Contractor is solely responsible for meeting all terms and conditions specified in this RFP, its Proposal, and any resulting contract. The successful Contractor 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 Contractor 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.

#### **E. Independent Contractor Status**

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

#### **F. Indemnification**

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

**G. Civil Rights**

Contractors for this project must comply with all federal, state, and local civil rights and equal employment opportunity laws.

**H. Compliance with Other Laws**

The Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and other authority in carrying out the terms of any contract issued pursuant to this RFP. This includes record retention requirements when applicable. The Contractor 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.