



Introduction

The Maine Community College System is seeking proposals from licensed collection agencies for the collection of accounts receivables which have been deemed inefficient for in-house collection efforts.

The Maine Community College System (MCCS) is the State's two-year community college system. The MCCS consists of a System Office in Augusta and seven colleges: Central Maine Community College (CMCC), Auburn; Eastern Maine Community College (EMCC), Bangor; Kennebec Valley Community College (KVCC), Fairfield/Hinckley; Northern Maine Community College (NMCC), Presque Isle; Southern Maine Community College (SMCC), South Portland/Brunswick; Washington County Community College (WCCC), Calais; York County Community College (YCCC), Wells.

Each college collects its own accounts receivables and prepares periodic aging reports in which the college determines which accounts are deemed inefficient for in-house collection efforts. At that point, it is decided whether to send these accounts to a collection agency. It is the intent of the MCCS in issuing this RFP to obtain maximum realization of all accounts placed through a contractual arrangement with an outside collection agency.

It is estimated that the annual amount sent for collection will be approximately:

	<u>Average Annual Placement</u>	<u>Average Placement Ticket Amount</u>
CMCC:	\$137,000	\$1,000
EMCC:	\$ 80,000	\$1,000
KVCC:	\$131,000	\$ 920
NMCC:	\$ 55,000	\$ 850
SMCC:	\$400,000	\$1,228
WCCC:	\$ 1,300	\$ 300
YCCC:	<u>\$ 50,000</u>	\$ 700
Total:	\$798,300	

Each college will forward the list of accounts to the selected collection agency. The collection agency will then forward a confirmation list to the originating campus.

The contract for collection services will not be an exclusive arrangement. It will be used as an option for each college. For example, under state law, the MCCS may notify the State Tax Assessor of amounts owed so that such amounts may be set-off against amounts otherwise owed to a debtor. If under this collection procedure any funds are collected, MCCS will NOT remit to the collection agency the percentage fee. Only funds collected by the agency or on behalf of the agency will be subject to the percentage fee.

It is anticipated that the winning proposal will sign a contract for an initial period of three (3) years with possible extension options up to a total of five years. Vendors are reminded that the attached **STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS** will become part of any contract signed with the winning bidder associated with this RFP.

Contractor Requirements

- ◆ Be in compliance with the Federal Debt Collection Practices Act and Privacy Act.
- ◆ Be a good standing member of the American Collectors Association.
- ◆ Licensed to operate in the State of Maine.
- ◆ Be able to perform skip tracing on accounts. Describe tools utilized and process.
- ◆ Be able to collect outside the State of Maine.
- ◆ Be able to report to the MCCS by campus location and on a consolidated level. The System Office will only require performance reports.
- ◆ Provide a pre-collect letter to debtor at no charge.
- ◆ Describe how collected funds are transferred back to the college.
Coordination/Reconciliation between receipted funds and credit to the college account and debtors
- ◆ Describe how account information is transferred to agency
- ◆ Provide basic reports on a monthly basis that consist of (at a minimum):
 - Account Inventory
 - Performance analysis on the accounts
 - Close out reports (after twelve month attempt at collection)
 - Confirmation report on accounts placed
- ◆ Have bonded employees.
- ◆ Liability insurance for potential lawsuits.
- ◆ Ability to serve all seven campuses, statewide.
- ◆ Maintain an office in Maine to allow for adequate available local staff and support. If no office in the state, fully explain procedure for collecting in state debts.
- ◆ Provide updated records to originating campus (i.e. telephone number, address, etc.)
- ◆ Have the ability to submit and track accounts on-line
- ◆ Have the ability to access accounts and do reporting on-line
- ◆ Maintain a secure web site with access to both the debtor and the college
- ◆ Ability to remit payment back to the college within 10 days of month-end
- ◆ Ability to remit payment back to college either NET or GROSS of fees at the option of the college
- ◆ Ability to do direct deposit into our accounts with an E-mail notification to the college



Bid Requirements

In addition to the Contractor Requirements, each bidder should include the following in their proposals:

- ◆ Provide company history and related company experience
- ◆ Project personnel, biographies, etc.
- ◆ Provide audited financial statements.
- ◆ Provide performance report on previous clients, listing percentage of accounts collected based upon total dollars placed with agency for a given year.
- ◆ Price – percent of commission and what is the basis of calculation (i.e. % of dollars collected, % of dollars placed, etc.).
- ◆ List of at least three references (preferably colleges) that includes name of client, address, telephone number and contact person.
- ◆ Submit proposal by 5 p.m. EST, April 27th to the RFP Coordinator as follows:
 - Noel Madore
 - Senior Financial Analyst
 - Maine Community College System
 - 323 State Street
 - Augusta, ME 04330
 - E-mail: nmadore@mainecc.edu
- ◆ Proposals received after the above date will not be opened and will be returned to sender. Proposals should be clearly marked "Proposal for Collection Services."
- ◆ Proposals should be accompanied by a letter of transmittal.

There will be a brief Question and Answer period built into the RFP process based on the following:

Questions due to MCCA:	April 8, 2026
Responses to Questions:	April 13, 2026



Bid Selection Criteria

- 40% Price – anticipated return to MCCS.
- 20% Qualifications and college collection experience of the collection agency and key personnel – preference given to college experience.
- 20% Company resources available to comply with RFP.
- 10% Performance history (percent collected).
- 10% Company references.



General Provisions

1. All contact with the MCCS regarding this RFP must be made through the aforementioned the RFP Coordinator. No other employee is empowered to make binding statements regarding this RFP.
2. Issuance of the RFP does not commit the MCCS to issue an award or to pay expenses incurred by a bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings, where applicable.
3. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the MCCS will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal MCCS information of previous contract history with the bidder (if any). The MCCS also reserves the right to consider other reliable references and publicly available information in evaluating a bidder's experience and capabilities.
4. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained herein will remain valid and binding for a period of 120 days from the bid closing date and time.
5. The RFP and the awarded bidder's proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the MCCS.
6. The MCCS, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
7. All proposals in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.
9. Proposals that do not include a signed, acknowledged, Notice to Vendors and Bidders, will not be evaluated.



NOTICE TO VENDORS AND BIDDERS:

STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on



a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and

4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to “trade secret” exemption from disclosure under Maine’s Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.

Bidder Acknowledgement: _____