

CITY OF LINDEN

REQUEST FOR QUALIFICATIONS FOR DEBT COLLECTION SERVICES

CITY OF LINDEN

Contract Term

January 1, 2017 through December 31, 2018

SUBMISSION DEADLINE

1:00 pm

NOVEMBER 3, 2016

PLANNING BOARD ROOM #215

ADDRESS ALL PROPOSALS TO:

**PURCHASING DEPARTMENT
CITY HALL, 301 NORTH WOOD AVENUE
LINDEN, NEW JERSEY 07036**

ATTN: ANN MARIE WHELAN, PURCHASING AGENT

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

CITY OF LINDEN
301 NORTH WOOD AVENUE
LINDEN, NJ 07036

CONTACT PERSON

ANN MARIE WHELAN
PURCHASING AGENT
PURCHASING DEPARTMENT – 3RD FLOOR
(908) 474-8444

PURPOSE OF REQUEST

The City of Linden is requesting proposals from qualified individuals and firms to provide Debt Collection Services for Collections of a specialized nature to the City. Proposals will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

CONTRACT FORM

The successful proposers shall be required to execute the City's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

DETAILED REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS FOR DEBT COLLECTION SERVICES FOR COLLECTION MATTERS

1. **CITY OF LINDEN FACTS AND FIGURES** – The City of Linden is a municipal governmental entity. The City was incorporated in 1925. The legislative authority and responsibilities of the City of Linden is vested in the elected eleven-member Council. The Governing Body sets policy, adopts the operating and capital budgets for the City, enacts

ordinances and sets the direction of how the City of Linden will provide government services. The Mayor is the City's chief executive officer and carries out the policies adopted by the Council.

The City's population is approximately 41,651 and it consists of approximately 11 square miles of area. The City employs approximately 550 people in about 25 departments and agencies. It owns administration buildings, courthouse buildings, parks and recreation facilities.

The City's operating budget is approximately \$105,000,000. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

2. NATURE/ SCOPE OF SERVICES – The City of Linden is requesting proposals for Debt Collection Services for Collection Matters.

Pursuant to N.J.S.A. 40A:11-2 (6) and N.J.S.A. 19:44A-20.4, the City of Linden has instituted a policy to negotiate agreements for professional services on the basis of demonstrated confidence and qualifications for types of professional services required by the City pursuant to a fair and open process for the remainder of the calendar year 2018.

1. The City of Linden is requesting proposals for a company to collect debt incurred by individuals after the Linden Fire Department's ambulance billing company has exhausted their efforts in collection.

The successful proposer will be diligent in collecting these balances. This will include but is not limited to:

- Reviewing delinquent bills with customers
- The managing and filing of civil complaints
- Attending civil hearings
- Recording of Judgments
- Satisfaction of Judgments
- Managing of Bankruptcy accounts

The City of Linden will expect the proposer to report and remit funds (by the 8th of each month) to the City. The report will consist of the following information:

- A. Date placed
- B. Account number
- C. Bill number
- D. Identification name of debtor
- E. Total amount paid to the City of Linden
- F. Total amount collected by collection agency
- G. Amount remitted to the City by the collection agency
- H. Collection agency fee retained by collection agency
- I. Balance due to City on debtor's account

This report and corresponding remittance will be submitted in an electronic report to the Linden Fire Department and to the City of Linden Treasurer's Office by the 8th of each month.

The vendor must exhibit a proven track record in the collection of small unsecured accounts in a professional and ethical manner.

The vendor must have a fully automated state-of-the-art software system, capable of handling multiple account processing and dispositioning.

The vendor must interface with the City of Linden employees in a professional manner.

The successful proposer shall be required to appear as a witness on behalf of the City of Linden and maintain records of all details with respect to the services performed for the City of Linden for a period of at least 5 years or at least 2 years after final disposition of any judicial proceedings in which testimony was given, whichever period expires last.

The proposer shall work with both the City of Linden's ambulance billing company and the City of Linden representative in determining collection issues.

The proposer will charge no more than 20% to the City on all first placement accounts and not more than 45% on all secondary placement accounts (accounts previously placed with another professional collection service, including post judgments remedies)

The City of Linden will not be held liable for any wrongdoing by the proposer.

The proposer shall not institute legal proceedings in the name of the City of Linden without the express written authorization of the City of Linden.

The City of Linden reserves the right to cancel this agreement at any time if the City feels that proposer's services are inadequate.

3. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL - Proposers should submit a technical proposal which contains the following:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;**
- B. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.**
- C. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other City governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.**

A description of all other areas of Ambulance Billing Services of the proposer, with emphasis on a description of those services of interest to a City government client.

- D. Provide examples of cost saving measures realized by your clients based upon your**

Recommendations.

- E. Statement that neither the firm nor any individuals assigned to this engagement are Suspended, or otherwise prohibited from professional practice by any federal, state, or Local agency.**
- F. An Affirmative Action Statement (copy of form attached).**
- G. A completed Non-Collusion Affidavit (copy of form attached).**
- H. A statement that the proposer will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract.**
- I. A copy of the proposer's Business Registration Certificate.**

MISCELLANEOUS

- a) It is understood and agreed that claims first opened during this contract will be administered to the conclusion of the contract period.**
- b) It is agreed that the Contractor may sub-contract any and all services provided under this agreement with the prior consent of the client, and such consent will not be unreasonably withheld.**
- c) The captions used herein are solely for the convenience of the parties and are not intended to affect the meaning or construction of the provisions hereof.**
- d) This agreement is the entire and complete agreement between the parties and may not be modified except by an instrument in writing duly executed by the parties. Any previous agreements or understandings whether oral or in writing are terminated and superseded by the provisions of this agreement, and there's no understandings or agreements between the parties other than those included herein.**

5. PROPOSAL EVALUATION – The City will select the most advantageous proposals based on all of the evaluation factors set forth at the end of this RFQ. The City will make the award(s) that is in the best interest of the City.

Each proposal must satisfy the objectives and requirements detailed in this RFQ. The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The City reserves the right to:

- a. Not select any of the proposals;**
- b. Select only portions of a particular proposer's proposal for further consideration; (However, proposers may specify portions of the proposal that they consider**

“bundled”.)

- c. Award a contract for the requested services at any time within 90 days of the selection of the most advantageous proposal; every proposal should be valid through this time period.

The City shall not be obligated to explain the results of the evaluation process to any proposer.

The City may require proposers to demonstrate any services described in their proposal prior to award.

6. **PROPOSAL LIMITATIONS** – This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFQ. The City reserves the right at the City’s sole discretion to refuse any proposal submitted.

7. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like (“Information”) furnished or disclosed by the City to the proposer in connection with this RFQ shall remain the property of the City. When in tangible form, all copies of such information shall be returned to the City upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the City or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

8. **GENERAL TERMS AND CONDITIONS** –

- A. The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.
- B. In case of failure by the successful proposer, the City of Linden may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.
- C. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- D. Each proposal must be signed by the person authorized to do so.
- E. The contract shall be in effect through December 31, 2018 unless otherwise stated.

- F. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.**
- G. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.**
- H. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.**
- I. No proposer shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might**

tend to impair the objectivity or independence of judgment of said officer or employee.

- J. No proposer shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- K. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Law Department's decision shall be final and conclusive.
- L. The City of Linden shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- M. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

(To be completed by City evaluation committee)

EVALUATION FACTORS

- A. **Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned**
- B. **Knowledge of the City of Linden and the subject matter to be addressed under this engagement**
- C. **Relevance and Extent of Similar Engagements performed**

D. **Technical Proposal contains all required information**

E. **Reasonableness of Cost Proposal**

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:
The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable City employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable City employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

Exhibit A (Continued)

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- § Letter of Federal Affirmative Action Plan Approval**
- § Certificate of Employee Information Report**
- § Employee Information Report Form AA302**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF UNION

ss:

I AM

OF THE FIRM OF
UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF LINDEN RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY

OF _____ 20_____.

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: _____, 20_____.

STOCKHOLDER DISCLOSURE CERTIFICATION

_____ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

_____ I certify that no one stockholder owns 10% or more of issued and outstanding stock of the undersigned.

_____ Partnership _____ Corporation _____ Sole Proprietorship

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW

Stockholders:

Name: _____

Home Address: _____

Name: _____

Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION.

(Signature)

(Name & Title)

Subscribed and sworn before me this _____ Day of _____, 200

(Notary Public)

My commission expires:

"Corporate bidders not incorporated in the state of New Jersey may submit with their proposal or shall submit prior to award. A certificate from the office of the Secretary of State of New Jersey certifying that the said corporation is authorized to transact business in the State of New Jersey."