

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

BOROUGH OF PINE HILL
47 W. 5TH Ave
PINE HILL, NJ 08021

CONTACT PERSON

Please direct all questions in writing to:

Borough of Pine Hill
45 W. 7th Avenue
Pine Hill, New Jersey 08021
Attention: John F. Greer, Business Administrator
Phone: (856) 783-7400, ext. 201
Fax: (856) 783-5388
E-Mail: jgreer@pinehillboronj.com

PURPOSED OF REQUEST

The Borough of Pine Hill is requesting proposals from qualified individuals and firms to provide private collection agency services for debt owed to the Pine Hill Borough Municipal Court.

PERIOD OF CONTRACT

Four (4) years and seven (7) months from date of award.

CONTRACT FORM

The successful proposer shall be required to execute the Borough's form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

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 Borough arising out of, or by reason of, the work done and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSAL FOR PRIVATE COLLECTION AGENCY
SERVICES FOR THE PINE HILL BOROUGH MUNICIPAL COURT**

1. **PINE HILL BOROUGH FACTS AND FIGURES**

Pine Hill Borough is a legal, Governmental entity.

The Borough's population is approximately 282,000 and it consists of approximately 329 square miles of area.

The total eligible cases for collection are 663. The total eligible debt is \$325,225.00

2. **SCOPE OF SERVICES**

The Mayor and the Administration of the Borough of Pine Hill seek to improve the collection of debt owed to the Municipal Court through the services of a private collections agency.

The opportunity to hire a private collection agency for Municipal Court debt was only recently approved by the New Jersey Supreme Court, under procedures promulgated on March 31, 2011 in the document: "Supreme Court Procedures Governing the Private Collection of Municipal Court Debt Under L. 2009, C. 233".

This document is attached to the RFP and is the guiding instructions as to the appropriate objectives and scope of the collection services. The Borough will evaluate vendors for the comprehensiveness and effectiveness of their proposed solutions.

The successful respondent will:

- a. Conform to the Supreme Court Procedures as described above.
- b. Present methodologies that will provide the largest realization of debt collection for the Borough of Pine Hill; and
- c. Present evidence and procedures to ensure the highest standard of customer service to the Borough of Pine Hill.
- d. Shall include a transmittal letter on letterhead which contains the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the Borough should contact regarding Offeror's proposal. It should indicate whether it operates as an individual, partnership, or corporation and the State of Incorporation, if applicable. It should also indicate all states in which it is registered to do business as a collection agency.
- e. Proposals must include a completed and signed Proposal Letter.
- f. Proposals must also contain a statement that the Offeror will comply with all of the provisions in this RFP. Failure to include these items in Offeror's proposal may be cause for the proposal to be determined non-responsive and rejected.
- g. Offeror must clearly demonstrate, in its proposal and through references, its customer service

methodology.

3. **COLLECTION METHODOLOGY**

Provide the plan or method proposed to be used by the Offeror to manage and collect delinquent judgments, including means by which the Borough will report delinquent accounts for collection and means by which Offeror proposed to report collection results to the Borough.

Include sample reports listing assignments, adjustments, collections received, collection fee, trial balance, and periodic progress reports.

- a. Provide a written copy of collection procedures proposed by Offeror to collect the court(s) receivables. Include examples of collection letters, skip trace techniques, day and evening collection staff, etc. Do you have experience sending court debt to the national credit bureaus?
- b. State the Offeror's methodology for handling debtor's questions, problems and disputes. Do debtors have the ability to submit questions/disputes online?
- c. State the Offeror's methodology for handling non-English speaking clients.
- d. Provide examples of all written collection notices to be mailed and describe the ability for the Borough to review and customize the language of these notices. -
- e. Provide a copy of telephone collector's guide and training material. Do you provide ongoing collector training for your staff? Do collectors have a base salary and/or bonus structure?

Cost of Collection Services

Any fees or costs associated with collection efforts shall be added to the total amount due and retained by the Contractor as its payment.

Method of Transferring Collections

- a. Describe method of transferring collected amounts to the Borough. Can funds be remitted electronically?
- b. Please detail your payment processing capabilities. Do you outsource this process to a third party? Please describe the security surrounding your payment processing operation.

Insurance Coverage for Liability

Include copy of the current certificate of insurance. Include types of coverage and amounts.

Authorized Persons

State the name(s) of the person(s) authorized to bind the Offeror.

Additional Information

Offeror is encouraged to submit any and all other features, special services, capabilities, or information of its collection system or method that will enhance the company's value to the Borough. Do you have experience with special collection campaigns? How long do you work accounts before closing them?

Offeror Experience and Qualifications

The Offeror shall provide:

1. The address of the principal place of the business.
2. A list of clients for which the Offeror has done or is doing collection business.
 - a. Include the following information:
 - b. An indication of success in collection for each client listed.
 - c. An indication of the type or description of accounts collected.
 - d. Number of debt accounts assigned to Offeror by the client.
 - e. Recovery rates.
 - f. Age of client account turned over to Offeror for collection.
 - g. An indication of the effort made by Offeror's client in collecting prior to turning the accounts over to the Offeror for collection.
 - h. Names and phone numbers of client contact persons to verify collection information, including success in collection.
 - i. Duration of contract with listed clients
3. Copy of the most recent audited financial statements and any other information that the Offeror may wish to submit to indicate financial stability.
4. Provide a brief history of the company and the length of experience in the collection business, especially highlight court collection experience and/or any collection experience for government entities.
5. Specialized experience and technical competence of the Offeror regarding the types of services required. Provide an organizational chart of the company.
6. Identify any special credentials, memberships, or affiliations that pertain to the record and/or reputation of the Offeror. Please confirm if Offeror is:
PPMS Certified
Red Flag Compliant
A Better Business Bureau company and accompanying rating SAS 70 Type II Certified
PCI Compliant
Member of American Collectors Association
7. Identify, by name and job title, key staff who will provide services required and provide resumes for these employees (i.e. Management, Supervisors, Programmers). Does Offeror provide background checks on employees? Do employees have to sign confidentiality agreements? Please describe how you monitor collector calls.

4. **COMPUTER NETWORKING**

a. **Description and capabilities**

Give a brief description of Contractor's computer system and its update capabilities.
Has the Offeror had any recent upgrades to their system?

b. **Terminal Access**

State where terminal access for on-line inquiry will be located and how will access be supplied. Is access real time?

c. **Maintenance and Backup of Records**

Describe Contractor's ability to maintain records of collections, and recovery; produce reports; and bill an unlimited number of debtors. Describe computer backup capabilities. What methods are used to ensure the safety and security of all Borough records and documents? .Please describe Offeror's Disaster Recovery program and how long before you are operational in case of emergency.

d. **System Interface**

Provide documentation regarding Contractor's capacity to interface with the Borough. Describe the modes of data transmission employed by Contractor in the conduct of business with reference entities.

e. **Other System Options Available**

Provide details of other automated systems used to enhance collection activities (such as interactive voice response systems, web-based credit and/or debit card systems, call distributors, national database.) Do you record phone calls? If so, please provide details on what calls are recorded, if the Borough will have access to the recordings and how long the recordings are kept.

5. **SUBCONTRACTORS**

The Contractor shall not delegate any duties listed in this RFP to any subcontractor.

6. **EXCEPTIONS TO RFP REQUIREMENTS/SPECIFICATIONS/PROVISIONS**

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The Borough reserves the right to accept, or not accept exceptions.

7. **COST PROPOSAL**

Offeror shall provide a Fee Schedule Proposal. These charges shall also apply to any extension(s) to the contract. See attached.

8. **EVALUATION CRITERIA**

a. Offeror's proposal shall be scored based on the following criteria:

Collection Methodology -30 Points

Collection techniques used including training, notices, skip tracing, reporting and dispute resolution. Confirmation that transfers of accounts can be done electronically.

b. Offeror Experience and Qualifications -35 Points

Experience specifically with court systems. Certifications and associations. Recovery rates for court systems. Staff qualifications including training and quality. Financial stability of company.

c. **Computer Network – 15 Points**

Ability to have online access to Borough's accounts. Automated systems. Disaster recovery plan. System security and redundancy. Interface capabilities. Offeror is responsible for cost associated with ensuring systems are compatible for transfer. Call Recording Capability.

d. **Price Proposal - 15 Points**

Fee schedule proposed. Award will not be based on the lowest fee proposed but to the most responsive, qualified respondent.

e. **Exceptions to RFP Requirements/Specification/Provisions - 5 Points**

An Offeror who makes no exceptions to the RFP will receive full credit. Any exceptions made will affect the amount of points granted in this section.

9. **INDEIVINIFICATION:**

The successful proposer shall be responsible for, shall keep, save and hold the Borough of Gloucester harmless from, and shall indemnify the Borough of Gloucester against any claim, loss liability, expense (specifically including but not limited to costs, counsel fees, and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, Wardens, employees, agents, servants or independent contractors, or from the successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE**

The successful proposer shall maintain general liability, automobile liability, and Worker's Compensation Insurance in amounts and with companies deemed satisfactory by the Borough.

The insurance company must be licensed to do business in the State of New Jersey and be in compliance with any and all applicable requirements of the State of New Jersey.

The successful proposer shall, simultaneously with the execution of a contract, deliver certifications of said insurance to the Borough, naming the Borough as an

additional insured.

11. **APPLICABLE LAW:**

The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.

12. **TERMINATION:**

Any contract entered into by and between the Borough and the successful proposer may be terminated as follows:

- A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- B. The Borough shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar (10) days' notice to the successful proposer. However, the Borough shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.

Note: Supplemental information may be requested and an interview may be required.

12. **DISCUSSIONS WITH PROPOSERS:**

An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Borough. However, the Borough may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.

13. **PROPOSAL EVALUATION:**

Borough will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the Borough. The Borough may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The Borough will make the award that is in the best interest of the Borough based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Borough 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 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

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

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

14. **PROPOSAL LIMITATIONS:**

This RFP 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 Borough by issuance of this RFP. The Borough reserves the right at the Borough's sole discretion to refuse any proposal submitted.

15. **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 Borough to the proposer in connection with this RFP shall remain the property of the Borough. When in tangible form, all copies of such information shall be returned to the Borough 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 Borough or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

16. **PROPRIETARY INFORMATION:**

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary.

Proposers must clearly identify in the proposal any specific proprietary information they any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary.

Proposers must clearly identify in the proposal any specific proprietary information they requested be protected. Proposals may be reviewed and assessed by any person the discretion of the Borough. All materials submitted become the property of the Borough of Pine Hill and may be returned only at the Borough's option.

17. **GENERAL TERMS AND CONDITIONS:**

- a. The Borough reserves the right to reject any or all proposals, if necessary, or to waive any informality 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 Borough to do so.
- b. In case of failure by the successful proposer, the Borough of Pine Hill 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 or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Borough of Pine Hill harmless from, shall indemnify and shall defend the Borough of Pine Hill against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, Wardens, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- d. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be

subject to approval for adequacy of protection.

- e. Each proposal must be signed by the person authorized to do so.
- f. Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Borough.
- g. The Borough of Pine Hill is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- h. The contract shall be in effect for one (1) year from date of award unless otherwise stated.
- i. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Borough assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- j. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and 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.
- k. All services shall be performed within the United State of America.
- l. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- m. 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 Borough harmless in any case of any such infringement.
- n. No proposer shall influence, or attempt to influence or cause to be influenced, any Borough 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.
- o. No proposer shall cause or influence, or attempt to cause or influence, any Borough officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- p. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Borough purchasing agent's decision shall be final and conclusive.
- q. The Borough of Pine Hill shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- r. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Borough Purchasing Department no fewer than five (5) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.

- s. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

- A. An original with Two (2) signed copies of your complete proposal. _____
- B. Non-Collusion Affidavit properly notarized _____
- C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. _____
- D. Authorized signatures on all forms. _____
- E. Business Registration Certificate(s) _____
Must be submitted prior to award

Note: N.J.S.A 52:32-44 provides that the Borough shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.

NAME OF PROPOSER: _____
(Person, Firm or Corporation)

BY:

(NAME)

(TITLE)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 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, gender identity or expression, disability, nationality 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 afford equal employment opportunities to minority and women workers consistent with Good faith

efforts to meet targeted Borough employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted Borough 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

In conforming with the targeted 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, gender identity or expression, disability, nationality 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 Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

