

CITY OF ALBANY
REQUEST FOR PROPOSALS
FOR THE PROVISION OF
COLLECTION AGENCY SERVICES

June 1, 2012

SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from qualified law firms to provide collection services with respect to unpaid judgments, debts, liens, or other monies owed to the City of Albany. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Three (3) copies of the proposal must be received no later than Monday, June 18, 2012 at 3:00 p.m. at the following address:

Corporation Counsel
Attn: Michelina C. Wojton, Assistant Corporation Counsel
City of Albany
24 Eagle Street
Albany, New York 12207

- 2.2 The proposals submitted will be the documents upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the services contemplated by the contract.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals (RFP) unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.6 The City of Albany reserves the right to award the collection services work, in whole or in part, to one or more collection agencies or firms.

- 2.7 Any award of the work contemplated by this RFP shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract. A sample professional services agreement is available upon request.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 Each Proposer shall provide a statement of qualifications including:
- a. A brief history and description of the firm submitting the proposal.
 - b. Identification of the firm's professional staff members who will be assigned to this engagement if the firm's proposal is selected. Provide details of each professional staff member's qualifications, including years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected.
 - d. At least three (3) references from clients (preferably other municipalities) that your firm has provided services for, including names of contact person(s), addresses and telephone numbers.
 - e. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
 - f. A statement of your firm's background and experience in providing collection services to governmental entities.
 - g. Provide a list of the geographical territories that the firm is authorized to collect in.
 - h. Any additional information which would serve to distinguish the firm from other firms submitting proposals such as examples of services provided similar to the services contemplated by this RFP, any special expertise or experience of the firm, etc.
- 3.2 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposer shall promptly furnish all information and the City may subsequently request data for this purpose.

SECTION 4: SCOPE OF SERVICES:

The collection agency shall provide the following collection services for the City of Albany:

- 4.1. Provide collection services for all unpaid judgments, debts, liens or other monies owed to the City of Albany as assigned by the City of Albany.
 - a) Proposer shall only be authorized to pursue collections on judgments, debts, liens or other collection matters assigned to the Proposer by the City of Albany for collection.
 - b) Proposer shall not have authority to accept a compromise settlement on any account without prior written consent of the City of Albany.
 - c) Proposer shall not initiate legal proceedings on any collection matters without prior written authorization by the City. Specifically, no foreclosure proceedings shall be commenced by the selected Proposer without express written authorization from the City.
 - d) For collection matters requiring legal action, provide a description of the procedures for collection of such matters and any parameters for collection of such matters, such as the minimum balance for legal action, past collection efforts, etc. If Proposer's fees differ for collection matters requiring legal action, please clearly stipulate any such fees in Proposer's Cost Proposal.
- 4.2. Proposer shall provide in its proposal detailed steps that will be taken once the collection matter is received by the Proposer from the City of Albany. Include the number of contacts and procedures that will be taken, both written and telephone.
- 4.3. Proposer shall make contacts with delinquent accounts under the name of the collection agency. Provide a sample copy of Proposer's form/correspondence to be used for collection.
- 4.4. Provide a detailed description of Proposer's policy and procedure on complaint handling.
- 4.5. Specify whether Proposer utilizes any form of automated collection processes, and if so, please set forth a detailed description of Proposer's automated collection procedures.
- 4.6. Proposer shall provide to the City regular monthly remittances and statements no later than thirty (30) days following the month of collection.
- 4.7. Proposer shall maintain records supporting each assigned collection matter. All such records (correspondence, documents, accounting records and other relative

documentation) shall be made available to the City of Albany for review upon request. These records shall be maintained by the selected Proposer for a period of a minimum of seven (7) years after termination of the collection action on each collection matter.

4.8 Proposer shall perform all work in strict compliance with all Federal and New York State laws, rules, and regulations applicable to debt collectors.

4.9 Proposer shall provide any additional information relating to its collection procedures and practices that is not specifically addressed in this RFP.

SECTION 5: CONTRACT:

5.1 The selected proposer(s) will be required to execute a contract with the City of Albany. The term of the contract shall be two (2) years and shall commence on or about July 1, 2012. The City of Albany shall have the option to extend the agreement for two (2) additional one (1) year periods upon budget approval.

SECTION 6: COST PROPOSAL:

6.1 Provide the proposed fee for providing all of the services set forth in Section 4 above. The proposed fee should be quoted as a fixed percentage of all monies collected by the Proposer on behalf of the City to be paid to the selected Proposer. If an account or debt is reduced or cancelled by the City of Albany, Proposer shall provide a guarantee that no collection fee will be due to the Proposer for the amount so reduced or cancelled.

6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.

SECTION 7: PROPOSAL EVALUATION:

7.1 Proposals shall remain valid until the execution of a contract by the City of Albany.

7.2 Proposals shall be examined and evaluated to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:

- * Proposer's demonstrated capabilities, professional qualifications, and experience.
- * The wherewithal of the proposer(s) to render the requested services to the City.

- * Total proposed cost.
- * Completeness of the proposal.

7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

SECTION 8: ALTERNATIVES:

8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternatives matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

9.1 The selected proposer will be required to defend, indemnify and save harmless the City of Albany and its officers, employees, and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: SPECIFICATION CLARIFICATION:

10.1 All inquiries with respect to this Request for Proposals shall be directed to the individual referenced in Section 2.1 above.

10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 2.1. Replies will be issued by Addenda mailed or delivered to the party who submitted the inquiry(ies), and will be posted on the City's website at <http://www.albanyny.org/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City of Albany and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of his proposal, that proposer may withdraw his proposal and any proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer will be required to procure and maintain at its expense the following insurance coverage:
- (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for the proposer's employees in the event of job-related injuries.
 - (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
 - (c) Professional Malpractice Insurance: A policy or policies with limits of not less than \$1,000,000.
- 12.2 All insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A". Each policy of insurance shall be in form and content satisfactory to the City of Albany Corporation Counsel, and shall provide that:
- (a) The City of Albany is named as an additional named insured on a primary and non-contributing basis;
 - (b) The insurance policies shall not be changed or cancelled until thirty days after the City receives written notice of such change or cancellation; and
 - (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City is given thirty (30) days written notice to the contrary.
- 12.3 No work shall be commenced under the contract until the selected proposer has delivered to the City's Corporation Counsel proof of issuance of all policies of insurance required by the contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any

liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT:

- 13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages which follow this page.

**NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO
NEW YORK STATE
GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2012, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2012, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2012, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____