



Contracts and Procurement Department

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REQUEST FOR PROPOSAL NUMBER 2008-1320 ANNUAL CONTRACT FOR COLLECTION AGENCY SERVICES

1. INTRODUCTION

The City of East Point, Georgia, proposes to engage the services of a Collection Agency in a one (1) year contract with four (4) additional one (1) year options that shall be entered into upon the agreement of both parties. The objective of this Request for Proposal (RFP) is to solicit proposals from experienced and qualified Prospective Service Providers who are interested in entering into such a contract and who are capable of assuming and carrying out the services defined herein. The subsequent Prospective Service Providers' responses shall form the basis for the evaluation and ultimate selection of the Selected Service Provider.

The City of East Point, Georgia, is very customer service oriented and firmly believes in a positive approach in dealing with debtors. Therefore, the City shall actively provide input and guidance regarding the conduct of the Selected Service Provider, as it will have a direct bearing upon how the City is viewed, the City's reputation and future City policies. Conversely, the City shall take whatever steps are necessary to prohibit any collection enforcement procedures that are inconsistent with the City's philosophy.

The Selected Service Provider shall not use tactics that may be interpreted as harassment or as demeaning or that may reflect poorly on the City's efforts to convey a positive public image. The City requires the Selected Service Provider to exercise high moral and high ethical standards in their collection methodology and techniques. The Selected Service Provider shall, at all times, conduct its collection business in a professional manner and shall make concerted efforts to preserve the dignity of the City and its citizens.

Each and every Prospective Service Provider shall provide in their proposal response a detailed explanation of their agency's collection philosophy and methodology and shall provide detailed information regarding the collection methods they intend to employ in servicing the City's contract.

2. BACKGROUND

The City of East Point, Georgia, is an incorporated city that operates under the City Council form of government. As is the case with most cities, the business owners and citizens of East Point, Georgia, must pay for building permits, business licenses and the municipal services the City provides. The City is a full-service city and provides its citizens with fire and EMS services, police services, a municipal court system, recreational facilities, water and sewer services, electric services and curbside refuse collections.

The City's desire to engage the services of a collection agency are driven by the City's large number of uncollected / unpaid receivables composed of unpaid parking tickets, unpaid court fines, miscellaneous unpaid accounts receivables and uncollected utility billings from three sources: Electric Department, Water Department and Sanitation Department. In total, the City has approximately \$1.5 million dollars worth of bad debts that require the immediate attention of a professional agency. How many of the delinquencies are actually collectable and how much the Selected Service Provider can expect to profit from their efforts through a Contract with the City are both unknowns at this time.

3. SCHEDULE OF RFP EVENTS

This Request for Proposal (RFP) shall be governed by the following schedule unless otherwise amended through addenda:

- Advertisement of Opportunity – Wednesday, April 30th, 2008
- Distribution of RFP to Public – Wednesday, April 30th, 2008
- Deadline for Written Inquiries and Requests – Close of Business (5:00 P.M.), Thursday, May 8th, 2008
- Proposal Due Date – Close of Business (5:00 PM), Thursday, May 15th, 2008
- Proposal Evaluations Completed – Week ending Friday, May 23rd, 2008 (Tentative / Subject to Change)
- Award of Contract – June / July 2008 (Tentative / Subject to Change)

4. PROPOSED SCOPE OF SERVICES

Any and all collection activities and/or reporting activities performed by the Selected Service Provider as a result of this RFP must be accomplished in strict compliance with any and all applicable Federal and Georgia laws including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, and the Consumer Credit Protection Act, as are now in effect or hereafter may be amended.

If a contradiction or conflict exists between any and all applicable Federal or Georgia laws and any terms, conditions, stipulations, etc., listed herein, the term, condition, stipulation, etc., listed herein shall not be applicable and the City shall, upon notification of a contradiction or conflict, issue an amendment to bring the term, condition, stipulation, etc., into compliance with the law.

The Scope of Services to be delivered by the Selected Service Provider shall include, but shall not be limited to the following:

- 4.1. Provide general and specialized collection services on outstanding invoices, past due accounts, dishonored checks, uncollected billings, unpaid fees, fines, parking tickets, etc., and other unpaid charges including court judgments payable to the City.
 - 4.1.1. The Selected Service Provider shall provide the City with the names and titles of at least one (1) main contact person and two (2) alternate contact persons, their email addresses, fax numbers, phone numbers and cell numbers.
 - 4.1.1.1. In the event one (1) or more of the Selected Service Provider's representatives responsible for servicing the City's account leaves the employment of the Selected Service Provider, are transferred or assume another positions or roles within the agency, the Selected Service Provider shall immediately provide the City with contact information for replacement representatives.
 - 4.1.1.2. At no point in time shall it be acceptable nor satisfactory for the City of East Point, Georgia, to be without contact information for a minimum of three (3) representatives within the Selected Service Provider's organization.
 - 4.1.2. The Selected Service Provider shall assume full responsibility for any and all expenses involved in the collection processes including, but not limited to costs associated with correspondence; reprographics or reproduction; postage, packaging or courier services; data processing services, equipment and/or supplies; communication services, equipment and/or supplies; telecommunication services, equipment and/or supplies; office staffing, professional staffing or administration; office services, equipment and/or supplies; skip tracing or other investigative services; travel expenses, gasoline and/or mileage; outside professional services; et cetera.

- 4.1.2.1. At no point in time shall the Selected Service Provider submit an invoice to the City for services rendered or for expenses incurred during the rendering of services.
 - 4.1.2.2. At no point in time shall the Selected Service Provider submit a third party's invoice, bill, statement or receipt to the City for payment or reimbursement.
 - 4.1.2.3. At no point in time shall the Selected Service Provider provide information to a third party that would indicate or infer that the City of East Point, Georgia, was or would be the financially responsible party for a debt incurred by the Selective Service Provider.
- 4.1.3. The City of East Point, Georgia, shall provide to the Selected Service Provider the following information on each account presented to them for collection action:
 - 4.1.3.1. Copies of unpaid fines, invoices, returned checks, etc., upon which the debt is based, or
 - 4.1.3.2. Descriptions of outstanding charges or sources of the debt to the City
 - 4.1.3.3. Debtor's name(s) (as contained in the City's records)
 - 4.1.3.4. Debtor's last known address(es), phone number(s), or other known contact information.
 - Validity of the information may, or may not, have been verified by the City.
 - Information provided may, or may not, still be valid.
 - 4.1.3.5. Amounts collected on the account (if any), collection efforts to date (if any), and amounts still due and payable to the City
 - 4.1.3.6. The City's Finance Director or her designee(s) shall provide the Selected Service Provider with the names and contact information for authorized City representatives to whom specific questions and/or concerns regarding certain accounts may to be addressed.
 - The City shall respond to all written inquiries from the Selected Service Provider within three (3) business days of receipt, between the hours of 8:30 AM and 4:30 PM, Monday through Friday, with the exception of legal holidays.
 - If the City is unable to respond to the Selected Service Provider within the time frame stipulated above, the City shall contact the Selected Service Provider and shall provide them with an alternate anticipated response date.
 - The City's response to the Selected Service Provider's inquiry may be in a verbal or written format, depending upon circumstances,

and may be delivered in person, over the telephone, via fax, via email or via the U. S. Postal Service, whichever the City deems most appropriate and expedient.

- 4.1.4. The Selected Service Provider shall perform collection activities on accounts referred to their agency by the City's Finance Director or her designee(s) ONLY, and shall not release any information regarding collection activities or efforts to any unauthorized City personnel or third parties.
 - 4.1.4.1. Referral of delinquent accounts to the Selected Service Provider by other City departments / personnel shall be strictly prohibited.
 - 4.1.4.2. The Selected Service Provider shall not provide information regarding collection activities or efforts to anyone other than the Finance Director or her designee(s) without expressed written consent directing otherwise.
 - 4.1.4.3. All information provided to the Selected Service Provider or received from the Selected Service Provider must be channeled through the City's Finance Department, the Finance Director or her designee(s).
- 4.1.5. The Selected Service Provider shall NOT have full legal rights to the accounts nor the account information and shall ONLY make use of the information provided by the City to pursue bad debt collections on behalf of the City.
 - 4.1.5.1. Any and all information provided to the Selected Service Provider or their subcontractor (if any) shall remain the property of the City, and shall be surrendered to the City upon the City's request.
 - 4.1.5.2. Any and all information provided to the Selected Service Provider or their subcontractors (if any) by the City shall be considered confidential in nature and shall be handled by the Selected Service Provider and their subcontractors (if any) in a manner consistent with confidential material.
 - 4.1.5.3. At no time shall the Selected Service Provider or their subcontractors (if any) provide account or debtor information to any City personnel or to a third party not expressly authorized in writing by the Finance Director or her designee(s) to have access to such information.
- 4.1.6. The Selected Service Provider shall make contact with debtors under the name of the collection agency ONLY and "on behalf of" the City ONLY.
 - 4.1.6.1. Under no circumstances shall the Selected Service Provider nor any of its employees, staff, agents, representatives, subcontractors, shareholders, etc., represent themselves as agents of the City, officers

or officials of the City, representatives of the City, employees of the City, etc., to any one for any purpose.

- 4.1.6.2. The Selected Service Provider, its employees, staff, agents, representatives, subcontractors, shareholders, etc, shall at all times conduct themselves in a lawful, civil and professional manner when pursuing the collection of debts on behalf of the City.
- 4.1.7. The Selected Service Provider shall conduct necessary skip tracing / locate services on delinquent accounts as is required to make contact with debtors and proceed with collection efforts.
 - 4.1.7.1. The Selected Service Provider shall provide, at their own expense, any and all tools, equipment, software, programs, etc. necessary to conduct the skip tracing / locate efforts.
 - 4.1.7.2. The Selected Service Provider shall assume full responsibility for the payment of any and all program fees, association dues, membership dues and/or professional fees associated with conducting efficient and effective skip tracing / locate efforts.
 - 4.1.7.3. At no point in time shall the City incur any expenses whatsoever based upon skip tracing / locate services provided by the Selected Service Provider or a contracted third party.
 - 4.1.7.4. The Selected Service Provider, its employees, staff, agents, representatives, subcontractors, shareholders, etc, shall at all times conduct themselves in a lawful, civil and professional manner when pursuing the collection of debts on behalf of the City.
 - 4.1.7.5. Any and all information provided to the Selected Service Provider or their subcontractor (if any) shall remain the property of the City, and shall be surrendered to the City upon the City's request.
 - 4.1.7.6. Any and all information provided to the Selected Service Provider or their subcontractors (if any) by the City shall be considered confidential in nature and shall be handled by the Selected Service Provider and their subcontractors (if any) in a manner consistent with confidential material.
 - 4.1.7.7. At no time shall the Selected Service Provider or their subcontractors (if any) provide account or debtor information to any City personnel or to a third party not expressly authorized in writing by the Finance Director or her designee(s) to have access to such information.
- 4.1.8. Any and all contact or attempted contact with a debtor by the Selected Service Provider or their subcontractors (if any) shall be fully and adequately documented in writing.

- 4.1.8.1. Such information shall be provided to the City no less than once a month or immediately upon the City's request.
- 4.1.9. The Selected Service Provider shall allow debtors to make arrangements for time payments.
 - 4.1.9.1. The Selected Service Provider shall inform debtors of their willingness to establish time payment arrangements by affixing a notification of such in a visible and prominent place on all collection notices.
 - 4.1.9.2. The Finance Director or her designee(s) shall establish the parameters under which the Selected Service Provider may accept payment arrangements from debtors without seeking individual permission from the City.
 - 4.1.9.3. Debtor requests for time payment arrangements that fall out side of the parameters established by the City must be individually approved by the Finance Director or her designee(s) prior to being accepted by the Selected Service Provider.
- 4.1.10. The Selected Service Provider shall NOT have the authority to accept a reduced, compromise settlement from a debtor on any account without the expressed written consent of the Finance Director or her designee(s).
 - 4.1.10.1. The City may accomplish written consent by establishing parameters under which the Selected Service Provider may accept a settlement from a debtor without seeking individual permission from the City.
 - 4.1.10.2. Debtor requests for compromise settlements that fall outside of the parameters established by the City (if any) must be individually approved by the Finance Director or her designee(s) prior to being accepted by the Selected Service Provider.
- 4.1.11. The Selected Service Provider shall NOT have the authority to add fees or interest to a debtor's account without the expressed written consent of the Finance Director or her designee(s), unless so agreed upon herein.
 - 4.1.11.1. The City may accomplish written consent by establishing parameters under which the Selected Service Provider may add charges and/or interest to a debtor's account without seeking individual permission from the City.
 - 4.1.11.2. The addition of charges and/or interest to a debtor's account that fall outside of the parameters established by the City (if any) must be individually approved by the Finance Director or her designee(s) prior to being placed on the account.

- 4.1.12. The Selected Service Provider shall NOT have the authority to place delinquent accounts with an attorney or other entity for legal actions without the express written consent of the City's Finance Director and/or the City Attorney, except as provided for herein.
- 4.1.13. The City of East Point, Georgia, shall reserve the right to recall an account or reduce / amend the amount due on any account at any time.
 - 4.1.13.1. Notice of recall or reduction / amendment of amount shall be provided by the City to the Selected Service Provider in writing.
 - 4.1.13.2. Recalled accounts shall NOT be subject to collection fees or collection charges of any kind or in any amount, nor shall the City incur any charges from the Selected Service Provider as a result of a recalled account.
 - 4.1.13.3. Collection fees or collection charges for reduced / amended accounts shall be based upon the reduced / amended balance ONLY.
- 4.1.14. The City shall provide the Selected Service Provider with a listing of all account categories/types that shall be used to divide accounts for the purpose of tracking and monthly reporting.
- 4.1.15. The Selected Service Provider shall submit written monthly reports to the City that provide collection status and collection details of each account being serviced.
 - 4.1.15.1. The written monthly reports submitted must detail the collection of any and all funds.
 - 4.1.15.2. The written monthly reports submitted must detail all contact with the debtors for the purpose of collecting City funds.
 - 4.1.15.3. Under certain circumstances, the City may require the submission of one or more reports more frequently than once a month. The Selected Service Provider shall be expected to immediately comply with the City's request.
- 4.1.16. Funds recovered by the Selected Service Provider shall be remitted to the City on a monthly basis with the appropriate monthly reports.
 - 4.1.16.1. The funds submitted shall be to the satisfaction of the City and within the Selected Service Provider's anticipated and expected collection rates **as provided in response to this proposal**.
 - 4.1.16.2. Any and all funds collected by the Selected Service Provider on behalf of the City shall be placed in either a dedicated escrow account or trust fund until such a time as they are remitted to the City. Under no

circumstances shall funds collected on behalf of the City be placed in the Selected Service Providers general fund, operating accounts, etc.

4.2. Collection Activities – Established Minimum Requirements

- 4.2.1. As soon as is practical upon receipt, but preferably within forty-eight (48) hours, the Selected Service Provider shall review all records provided to them by the City for completeness and assess the applicability of the information provided for use in affirmative and expedient debt collections.
- 4.2.1.1. Any and all requests for additional information or for clarification of received information shall be made in writing by the Selected Service Provider.
- 4.2.1.2. The Selected Service Provider may submit the written request to the City via U. S. Mail, email or facsimile, which ever is the most convenient and expedient under the circumstances.
- 4.2.1.3. The City's response to the Selected Service Provider's request may be in a verbal or written format, depending upon circumstances, and may be delivered in person, over the telephone, via fax, via email or via the U. S. Postal Service, whichever the City deems most convenient and appropriate.
- 4.2.1.4. The Finance Director or her designee(s) shall provide the Selected Service Provider with the names and contact information for authorized City representatives to whom specific questions and/or concerns regarding certain accounts may be addressed.
- The City shall respond to all written inquiries within three (3) business days of receipt, between the hours of 8:30 AM and 4:30 PM, Monday through Friday, with the exception of legal holidays.
 - If the City is unable to respond within the time stipulated, the City shall contact the Selected Service Provider and shall provide the Selected Service Provider with an alternate anticipated response date.
- 4.2.2. Any and all contact or attempted contact with a debtor by the Selected Service Provider or their subcontractors (if any) shall be fully and adequately documented in writing.
- 4.2.3. Within five (5) calendar days of receipt of account information from the City, the Selected Service Provider shall make initial contact with the debtor by providing written notification to them that the account has been placed with the agency by the City for immediate collection action.

- 4.2.3.1. At a minimum, this notification must provide the debtor with contact information for the Selected Service Provider, the basis for their debt with the City, when the debt to the City was incurred, the amount of the debt to the City, and provide for a safe and secure method of making payment.
 - 4.2.3.2. The Selected Service Provider shall inform debtors of their willingness to establish time payment arrangements by affixing a notification of such in a visible and prominent place on all collection notices.
 - 4.2.3.3. If the Selected Service Provider is notified by the U. S. Postal Service that the correspondence is “undeliverable” for any reason whatsoever, the Selective Service Provider shall make genuine efforts to obtain a valid address for the debtor and shall attempt re-delivery of the notification.
 - 4.2.3.4. The Selected Service Provider’s required notification to the debtor of initiated collection actions shall NOT be considered as one (1) of the points of contact with the debtor as required in 4.2.6 below, nor shall it negate nor minimize any contact requirements stipulated in 4.2.6 below.
 - 4.2.3.5. **Each Prospective Provider must include in their proposal response an example of the Notification Form they intend to use if awarded the Contract.**
- 4.2.4. Within fifteen (15) calendar days of receipt of account information from the City, the Selected Service Provider shall submit written acknowledgement to the City verifying the account information was received, was found adequate for collection purposes, and that the debtor has been notified that collection actions have been initiated by the agency on behalf of the City.
- 4.2.4.1. Any and all requests for additional information or for clarification of received information shall be made in writing by the Selected Service Provider.
 - 4.2.4.2. The Selected Service Provider may submit the written request to the City via U. S. Mail, email or facsimile, which ever is the most convenient and expedient under the circumstances.
 - 4.2.4.3. The City’s response to the Selected Service Provider’s request may be in a verbal or written format, depending upon circumstances, and may be delivered in person, over the telephone, via fax, via email or via the U. S. Postal Service, whichever the City deems most convenient and appropriate.
 - 4.2.4.4. The Finance Director or her designee(s) shall provide the Selected Service Provider with the names and contact information for

authorized City representatives to whom specific questions and/or concerns regarding certain accounts may be addressed.

- The City shall respond to all written inquiries within three (3) business days of receipt, between the hours of 8:30 AM and 4:30 PM, Monday through Friday, with the exception of legal holidays.
- If the City is unable to respond within the time stipulated, the City shall contact the Selected Service Provider and shall provide the Selected Service Provider with an alternate anticipated response date.

4.2.5. Within sixty (60) calendar days of receipt of account information from the City, the Selected Service Provider shall make a minimum of two (2) contacts with the debtor in a genuine attempt to collect the outstanding debt.

4.2.5.1. The Selected Service Provider's contact with the debtor may be achieved in any lawful manner deemed appropriate and most effective, e.g., via telephone, U.S. Mail, in person, or any combination thereof.

4.2.5.2. Two (2) contacts with the debtor within sixty (60) days shall not be required of the Selected Service Provider if the indebtedness is paid prior to the conclusion of the sixty (60) days, or if time payment arrangements are established with the debtor during the sixty (60) day period.

4.2.5.3. Written notification to the debtor that their account has been placed with the agency for collection action as stipulated in 4.2.4 above shall NOT serve as one (1) of the required points of contact with the debtor under this provision.

4.2.5.4. **Each Prospective Service Provider must include in their proposal response the detailed steps that they intend to take once an account is received from the City, including the number and types of contacts to be made and the procedures to be followed to initiate and continue affirmative and timely debt collections.**

4.2.6. After working an account for a minimum of sixty (60) days and making a minimum of four (4) valid collection attempts, the Selected Service Provider shall report all uncollected accounts to the three (3) major credit bureaus: Equifax, Experian and Transunion.

4.2.6.1. However, if a debtor has made arrangements for time payments with the Selected Service Provider and fails to provide payments as so arranged, the Selected Service Provider shall be required to make one (1) contact the debtor in an effort to restore the payment

arrangements, thereafter, if the payments arrangements are not restored, the account may be referred to the three (3) major credit bureaus without any further contact with the debtor. Under these circumstances, the minimum requirements of sixty (60) days and four (4) collection attempts shall not be applicable.

- 4.2.6.2. Any and all reporting must be accomplished in accordance with any and all applicable Federal and Georgia laws including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, and the Consumer Credit Protection Act, as now in effect or hereafter amended.
- 4.2.6.3. At the City's discretion, the Finance Director may request the immediate removal of any and all negative reports generated by the Selected Service Provider to the three (3) major credit bureaus. The Selected Service Provider shall, within twenty-four (24) hours of the receipt of the City's request, notify the three (3) major credit bureaus to remove the negative information from their databases. A copy of the Selected Service Provider's report removal requests shall be provided to the City's Finance Director.
- 4.2.6.4. At the City's discretion, the Finance Director shall have the right to exclude a type/category from this reporting requirement. Such exclusions shall be provided to the Selected Service Provider in writing.
- 4.2.6.5. If a negative report on an account has been placed with the three (3) major credit bureaus and the outstanding balance is paid in full, the Selected Service Provider must immediately cancel any and all negative reports generated on the account and submit copies of the cancellation requests to the City with the monthly reports.
- 4.2.6.6. After submitting the report to the three (3) major credit bureaus, the Selected Service Provider shall return all uncollectible accounts to the City of East Point with a complete record of all efforts to collect and the reason(s) why the Selected Service Provider deems the account uncollectible.
 - Any and all records associated with or pertaining to the uncollectible account shall also be returned, in an organized and orderly manner, to the City.
- 4.2.7. The Selected Service Provider shall respond to all debtors' requests for debt, account or collection information in an appropriate and timely manner that is conducive to the development of a non-detrimental relationship and the affirmative and expedient collection of a debt.

- 4.2.7.1. The Selected Service Provider, its employees, staff, agents, representatives, subcontractors, shareholders, etc, shall at all times conduct themselves in a lawful, civil and professional manner when pursuing the collection of debts on behalf of the City.
- 4.2.7.2. If the information the Selected Service Provider has is inadequate to respond to the debtor's inquiry, the City shall provide, when available, additional pertinent information and copies of additional documentation necessary to adequately respond to debtors' requests.
- 4.2.7.3. Any and all requests for additional information or for clarification of received information shall be made in writing by the Selected Service Provider.
- 4.2.7.4. The Selected Service Provider may submit the written request to the City via U. S. Mail, email or facsimile, which ever is the most convenient and expedient under the circumstances.
- 4.2.7.5. The City's response to the Selected Service Provider's request may be in a verbal or written format, depending upon circumstances, and may be delivered in person, over the telephone, via fax, via email or via the U. S. Postal Service, whichever the City deems most convenient and appropriate.
- 4.2.7.6. The Finance Director or her designee(s) shall provide the Selected Service Provider with the names and contact information for authorized City representatives to whom specific questions and/or concerns regarding certain accounts may be addressed.
 - The City shall respond to all written inquiries within three (3) business days of receipt, between the hours of 8:30 AM and 4:30 PM, Monday through Friday, with the exception of legal holidays.
 - If the City is unable to respond within the time stipulated, the City shall contact the Selected Service Provider and shall provide the Selected Service Provider with an alternate anticipated response date.
- 4.2.8. Within fifteen (15) calendar days of an account's termination through payment of the outstanding debt or other agreed upon sums, the Selected Service Provider shall turn over to the City of East Point a copy of all files, documents, correspondence, papers etc applicable to the City's Contract and required herein regarding that account, together with a copy of all relevant information applicable to the account.
 - 4.2.8.1. The Selected Service Provider shall place the original file and all applicable information that pertains to the account in storage as required herein.

4.2.8.2. This obligation shall be carried out by the Selected Service Provider at no additional cost to the City.

4.2.9. At least once a quarter, the Selected Service Provider shall meet with the City's Finance Director, her designee(s) and other City Staff members to discuss the Selected Service Provider's services, the results of the prior quarter's collection efforts and to exchange or discuss other pertinent information.

4.2.9.1. The meetings shall take place at a time and place selected by the City's Finance Director or her designee(s).

4.2.9.2. At least two (2) of the three (3) Service Provider representatives required in 4.1.1. above shall be in attendance.

4.2.9.3. The City may, at its discretion, request additional meetings as are deemed necessary to discuss relevant issues that may arise and to ensure maximum collection efforts are being employed by the Selected Service Provider at all times.

4.3. Record Keeping and Reporting – Established Minimum Requirements

4.3.1. At its own expense, the Selected Service Provider shall establish and maintain a fully functional account database for the City of East Point, Georgia, that tracks each delinquency submitted to the Selected Service Provider and details the collection activities and efforts put forth by the Selected Service Provider. At a minimum, this database must include the following information on each account submitted by the City:

4.3.1.2. Date the City submitted the delinquency to the Selected Service Provider

4.3.1.3. Debtor's contract information (name, address, telephone, cell phone, place of employment, etc.)

4.3.1.4. Date debtor's contact information was verified or updated by Selected Service Provider

4.3.1.5. Amount of original indebtedness

4.3.1.6. Basis for indebtedness

4.3.1.7. Dates of contact with debtor

4.3.1.8. Methods of contact with debtor

4.3.1.9. Results of contact efforts with debtor

4.3.1.10. Transaction details (if any)

4.3.1.11. Payment arrangements (if any)

4.3.1.12. Interest or other charges applied to account (if applicable) and dates

- 4.3.1.13. Interest or other charges waived (if applicable) and dates
- 4.3.1.14. Details regarding interest or other charges
- 4.3.1.15. Payments remitted by debtor to the Selected Service Provider and applicable dates
- 4.3.1.16. Payments forwarded to the City and applicable dates
- 4.3.1.17. Current amount of indebtedness
- 4.3.1.18. Recommended Follow-up Actions and Applicable Dates
- 4.3.1.19. The database and the information contained in the database shall be considered the property of the City of East Point, Georgia, and a copy of the same shall be delivered to the City at the termination of the Contract with the Selected Service Provider.
- 4.3.1.20. The City reserves the right to amend, add or delete the information the Selected Service Provider must maintain and track in the collection accounts database.
- 4.3.2. Any and all contact or attempted contact with the debtor by the Selected Service Provider or their subcontractors (if any) shall be fully and adequately documented in writing.
 - 4.3.2.1. Such information shall be provided to the City no less than once a month or immediately upon the City's request.
- 4.3.3. The Service Provider shall maintain physical files and records that support the collection activity on each assigned account.
 - 4.3.3.1. The files and records may be divided or sub-divided (e.g. correspondence, accounting records, contact records, supporting evidence, etc.) so as to make the task of filing documentation less burdensome on the Selected Service Provider, however, the ability to unite any and all information or documentation associated with any specific account must be maintained at all times.
 - 4.3.3.2. All such records shall be housed in a centralized location convenient to East Point, Georgia, and must be maintained in a consistent, organized and orderly manner.
 - 4.3.3.3. These files and records shall be made available to the City of East Point, its auditors, or other designated representative(s) for review upon request.
 - 4.3.3.4. These files and records shall be maintained in safe, secure document storage for a period of no less than six (6) years following the termination of the collection action on each account.

- 4.3.4. The Selected Service Provider shall submit written Account Status Reports on a once-a-month basis to the City on all accounts, divided by each category or type based upon the information provided by the City. At a minimum, the Account Status Reports shall include pertinent data for each debtor, detailing information such as:
- 4.3.4.1. Original value of placed debt
 - 4.3.4.2. The current value of the debt
 - 4.3.4.3. Funds received through collection efforts (if any)
 - 4.3.4.4. Types and amounts of charges waived (if any)
 - 4.3.4.5. Percentage and amounts of interest charged (if any)
 - 4.3.4.6. Current balance due
 - 4.3.4.7. Date of last payment
 - 4.3.4.8. Terms of payment arrangements (if any)
 - 4.3.4.9. Scheduled date of next contact (if any)
 - 4.3.4.10. The City reserves the right to amend, add or delete the information required from the Selected Service Provider on the Account Status Reports.
 - 4.3.4.11. The Account Status Reports shall be due no later than Close of Business (5:00 P.M.) on the same day each month. The City shall choose the due date. In the event the due date falls upon a weekend or holiday, the Account Status Reports shall be due no later than Close of Business (5:00 P.M.) the next business day.
 - 4.3.4.12. The Account Status Reports shall be delivered to the City in a "hard copy" format. If an electronic copy is desired, the City shall so state.
 - 4.3.4.13. **Each Prospective Service Provider must include in their proposal response an example of the type of Account Status Report they intend to provide to the City if awarded the Contract.**
- 4.3.5. The Selected Service Provider shall submit a Financial Summary Report on a once-a-month basis to the City that shall indicate the "period to date" and "year to date" totals for pertinent information such as:
- 4.3.5.1. Receipts
 - 4.3.5.2. Net accounts receivable
 - 4.3.5.3. Total accounts receivable
 - 4.3.5.4. Collection percentages

- 4.3.5.5. The City reserves the right to amend, add or delete the type of information required from the Selected Service Provider on the Financial Summary Reports.
 - 4.3.5.6. The Financial Summary Report shall be due no later than Close of Business (5:00 P.M.) on the same day each month. The City shall choose the due date. In the event the due date falls upon a weekend or holiday, the Financial Status Report shall be due no later than the Close of Business (5:00 P.M.) the next business day.
 - 4.3.5.7. The Financial Summary Report shall be delivered to the City in a “hard copy” format. If an electronic copy is desired, the City shall so state.
 - 4.3.5.8. **Each Prospective Service Provider must include in their proposal response an example of the type of Financial Summary Report they intend to provide to the City if awarded the Contract.**
- 4.3.6. The Selected Service Provider shall submit a Year End Report on an annual basis to the City that shall cover the period from July 1 through June 30 (the City's fiscal year) for each year the Contract is in force. The Year End Report shall cover such information as:
- 4.3.6.1. Detailed listing of all accounts by category/type
 - 4.3.6.2. Detailed listing of all accounts closed in the past fiscal year by category/type
 - 4.3.6.3. Detail of all activity by account in the past fiscal year by category/type
 - 4.3.6.4. Year End Summary of the reports required in 4.2.8 and 4.2.9 above.
 - 4.3.6.5. The City reserves the right to amend, add or delete the type of information required from the Selected Service Provider on the Year End Report.
 - 4.3.6.6. The Year End Report shall be due no later than Close of Business (5:00 P.M.) on July 31 of each calendar year.
 - 4.3.6.7. If July 31 falls on a weekend or holiday, the Year End Report shall be due no later than Close of Business (5:00 P.M.) on the next business day.
 - 4.3.6.8. **Each Prospective Service Provider must include in their proposal response an example of the type of Year End Report they intend to provide to the City if awarded the Contract.**
- 4.3.7. The Selected Service Provider shall make available at all times an Aging Report on the accounts referred by the City. While this report shall be available on an

“all the time” basis, the Selected Service Provider shall be required to submit the Aging Report to the City no less than once a month.

- 4.3.7.1. The Aging Report shall be due no later than Close of Business (5:00 P.M.) on the same day each month. The City shall choose the due date. In the event the due date falls upon a weekend or holiday, the Aging Report shall be due no later than the Close of Business (5:00 P.M.) the next business day.
- 4.3.7.2. If a copy of the Aging Report is requested by the City, the Selected Service Provider shall make the report available to the City no later than forty-eight (48) hours after the request is received.
- 4.3.7.3. The City reserves the right to amend, add or delete the type of information required from the Selected Service Provider on the Aging Report.
- 4.3.7.4. The Aging Report should be available from the Selected Service Provider in both a summary format and a detail format.
- 4.3.7.5. **Each Prospective Service Provider must include in their proposal response an example of the type of Aging Report they intend to provide to the City if awarded the Contract.**

4.3.8. The City of East Point, Georgia, its auditors, or other designated representative(s) shall perform periodic audits of the Selected Service Provider’s records and databases to ensure that all collection activities and all amounts collected are accurately reported and properly remitted to the City.

- 4.3.8.1. Access to such records must be granted to the City or its designee(s) within a reasonable period of time upon written request.

4.4. Other Requirements / Deliverables – Established Minimum Requirements

4.4.1. The City of East Point is considering the addition of a Collection Fee to all accounts and the addition of NSF charges to dishonored checks sent to the Selected Service Provider for collection action. If this fee, any other fees or interest charges are added to an account by the City prior to referral, the Selected Service Provider shall be expected to collect the original debt and any fees or interest charged by the City.

- 4.4.1.1. **In an effort to maximize the City’s revenue collections and minimize loses, each and every Prospective Service Provider is encouraged to include in their proposal response recommendations to the City for the inclusion of usual and customary charges on accounts referred for collection action.**

- 4.4.2. The Selected Service Provider must be willing and able to accept both automated (electronic) and/or manual transfers of data and payment information from the City of East Point.
- 4.4.3. The City is investigating the acquisition of new a Government Management software system. It is anticipated and expected that the Selected Service Provider shall cooperate with and work with the City and its current or future software vendors to ensure accurate and timely electronic transmission of critical data to and from the Selected Service Provider during any transition period.
 - 4.4.3.1. Such assistance shall be provided by the Selected Service Provider at the City's convenience
 - 4.4.3.2. Such assistance shall be provided by the Selected Service Provider at no additional cost to the City.
- 4.4.4. The City of East Point's Finance Director or her designee(s) must be allowed access to debtor accounting information through an on-line terminal or the Internet, such that the Finance Director or her designee(s) may view, send or receive messages, generate collection analysis reports or audit debtor files at anytime from a remote location.
- 4.4.5. Periodically, the Selected Service Provider may be requested to assist in or provide training and/or instruction to City employees on ways to maximize the collection of the City's receivables.
 - 4.4.5.1. Such training / instruction shall be provided in a manner and at a time that is convenient to City.
 - 4.4.5.2. Such training / instruction shall be provided at no additional cost to the City.
- 4.4.6. Periodically, the Selected Service Provider may be requested to consult with the City and provide suggestions or recommendations to City employees on how the City can reduce the incidence of future bad debts and on what steps the City can take to ensure the prompt and proper payment of receivables.
 - 4.4.6.1. Such suggestions / recommendations shall be provided in a manner and at a time that is convenient to the City.
 - 4.4.6.2. Such suggestions / recommendations shall be provided at no additional cost to the City.
- 4.4.7. As is necessary, the Selected Service Provider shall provide updates to the City on any changes in state and/or national laws or regulations that are relevant to

debts, credit collections, and/or credit reporting or that may affect the City's bad debt collection efforts.

4.4.7.1. Such updates shall be provided in a manner and at a time that is convenient to the City.

4.4.7.2. Such updates shall be provided at no additional cost to the City.

4.4.8. The Selected Service Provider shall provide monthly copies of Cred-Alert and at least two (2) other newsletters, periodicals, magazines to the City that may provide insight into minimizing bad debts and maximizing the collection of receivables.

4.4.8.1. Subscriptions to the newsletters, periodicals and magazines shall be provided to the City by the Selected Service Provider at no additional cost to the City.

4.4.9. Within thirty (30) calendar days of Contract termination with the City, the Selected Service Provider shall return/turn over to the City of East Point all outstanding receivables, judgments, files, documents, correspondence, papers and databases applicable to the City's Contract and required herein regarding each account referred to the Selected Service Provider, together with all relevant information concerning the status of each and every debtor and/or persons obligated thereon, the amounts of each type due thereunder and payments made or promised, and locations and information held by the Selected Service Provider which could assist in locating such persons, together with all reports required as if all accounts had been recalled by the City.

4.4.9.1. This obligation shall be carried out by the Selected Service Provider at no additional cost to the City.

4.4.10. The Selected Service Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors or representatives of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Service Provider of any of the agreements, representations, or warranties of the Selected Service Provider contained in this RFP or their response thereto, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Service Provider, its agents, representatives or employees in connection with the Selected Service Provider's provision of services and obligations contemplated by this RFP, response thereto, or Contract resulting therefrom. The indemnity obligation of the Selected Service Provider under this

section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute of limitation.

- 4.4.11. The Selected Service Provider shall maintain a non-revocable surety bond in the amount of no less than one hundred thousand dollars (\$100,000.00), underwritten by a company licensed by the State of Georgia to issue such bonds, in favor of the City of East Point, Georgia, and shall, before beginning services pursuant to this RFP or any resulting Contract, provide a copy of that bond to the East Point Contracts and Procurement Office. The Selected Service Provider shall also maintain general liability, automobile bodily injury liability and civil rights liability insurance, issued by an insurance company licensed to issue such coverage in the State of Georgia, in the amount of not less than two million dollars (\$2,000,000.00) per person, per occurrence, insuring the Selected Service Provider and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions of the Selective Service Provider, its agents, representatives or employees in connection with the Selected Service Provider's provision of services and obligations contemplated by this RFP. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors or other designees, as additional insured's, and the Selected Service Provider shall provide to East Point's Contracts and Procurement Office a Certificate of Insurance reflecting such coverage prior to the beginning of services contemplated in this RFP. That policy shall include a provision that the policy shall not be cancelled nor modified without at least thirty (30) days notice to the City of East Point, Georgia.

4.5. Fees, Payments and Interest – Established Requirements

- 4.5.1. The Selected Service Provider shall cover their costs of doing business and obtain a profit from the City's Contract by: adding an established and set collection fee to each and every account which shall be collected from and paid by the debtor as part of the debt, or by deducting an established and set percentage (%) from the payments obtained from each debtor prior to submitting the collected funds to the City.
- 4.5.1.1. Only one (1) method of obtaining profits shall be employed by the Selected Service Provider.
- 4.5.1.2. The Selected Service Provider shall apply uniform collection fees or a uniform deduction percentage to all categories / types of accounts, unless instructed otherwise herein or amended in writing by the City of East Point.
- 4.5.1.3. Any and all collection fees applied by the Selected Service Provider shall be within the prevailing legal limits, shall be reasonable in nature and shall provide the Selective Service Provider with an equitable profit margin.

- If only a percentage, part or portion of the outstanding debt referred by the City is collected from the debtor, the Selected Service Provider shall only deduct that percentage, part or portion of their collection fee from the funds remitted to the City.
- Under no circumstances shall the Selected Service Provider's total fee, based upon the sum agreed upon with the City, be chargeable to the City or the debtor in advance.
- The full collection fee shall only be payable to the Selected Service Provider after the full outstanding debt is collected from the debtor.
- Any and all interest charged to an account and fees added by the City shall be exempt from the addition of collection fees and must be collected in full and remitted in full to the City.

4.5.1.4. Any and all percentages applied by the Selected Service Provider shall be within the prevailing legal limits, shall be reasonable in nature and shall provide the Selected Service Provider with an equitable profit margin.

- If only a percentage, part or portion of the outstanding debt referred by the City is collected from the debtor, the Selected Service Provider shall only deduct the agreed upon percentage from the actual amounts collected from the debtor.
- Under no circumstances shall the Selected Service Provider's total fee, based upon the percentage deduction agreed upon with the City, be chargeable to the City or the debtor in advance.
- The full collection fee, based upon the percentage deduction agreed upon with the City, shall only be payable to the Selected Service Provider after the full outstanding debt is collected from the debtor.
- Any and all interest charged to an account and fees added by the City shall be exempt from a percentage deduction and must be collected in full and remitted in full to the City.

4.5.1.5. Except as provided for in 4.5.3. below, under no circumstances shall the Selected Service Provider submit an invoice, bill or statement to the City as a demand for payment or reimbursement.

- The costs for all Contract services stipulated herein shall be supported through the Selected Service Provider's collection efforts.

4.5.2. Funds recovered by the Selected Service Provider shall be remitted to the City on a monthly basis with the appropriate monthly reports.

- 4.5.2.1. The funds submitted shall be to the satisfaction of the City and within the Selected Service Provider's anticipated and expected collection rates **as provided in response to this proposal**.
- 4.5.3. Payment or reimbursement for any and all adjustments, charge backs or corrections shall be reported to the City separately, and requests for such must be submitted to the City in writing and must be accompanied by an explanation and supporting documentation.
 - 4.5.3.1. If found valid, the adjustment, charge back or correction shall be authorized by the City in writing.
 - 4.5.3.2. Except for amounts so approved as provided herein, no payments shall be made by the City of East Point nor shall any sums be withheld from the sums due and payable to the City of East Point by the Selected Service Provider for any reason whatsoever.
- 4.5.4. If applicable, the Selected Service Provider shall apply interest pursuant to statutory authority at the maximum statutory rate on accounts and judgments as provided by law.
 - 4.5.4.1. The Selected Service Provider shall maintain specific records of all transactions affecting interest and the balance of accrued interest, how it is computed, etc., and shall provide those records to the City of East Point with the monthly reports, or upon written request from the City
 - 4.5.4.2. Interest shall be charged on accounts from the date of referral, pursuant to statutory authority, and thereafter until collected in full.
 - 4.5.4.3. The City of East Point, Georgia, shall receive the full amount of any and all interest collected from accounts by the Selected Service Provider.
- 4.5.5. The City of East Point, Georgia, shall reserve the right to recall an account or reduce / amend the amount due on any account at any time.
 - 4.5.5.1. Notice of recall or reduction / amendment of amount shall be provided by the City to the Selected Service Provider in writing.
 - 4.5.5.2. Recalled accounts shall NOT be subject to collection fees nor collection charges of any type or for any amount, nor shall the City or the debtor incur any charges or fees from the Selected Service Provider as a result of a recalled account.
 - 4.5.5.3. Collection fees or collection charges for reduced / amended accounts shall be based upon the reduced / amended balances ONLY.

- 4.5.5.4. The City or the debtor shall not incur any charges of any type nor any fees of any amount from the Selected Service Provider as a result of a reduced or amended account balance.
- 4.5.6. If funds are received by the City of East Point without a case number or a specific reference to the Selected Service Provider, and a receivable for the Payee exists with the City that has not been referred to the Selected Service Provider for collection, the City of East Point shall apply the “uncommitted” funds to the City's non-referred case.
- 4.5.6.1. However, if any funds are received by the City in excess of the indebtedness of the non-referred case, the City shall remit such excess funds to the Selected Service Provider for application to the Payee's debts that have been referred to the Provider.

5. PROPOSAL FORMAT / CONTENTS GUIDELINES

Qualified and interested Prospective Service Providers are to provide the City of East Point, Georgia, with a thorough and complete proposal response using the following guidelines:

- 5.1. All proposals must be typed and must contain no more than thirty (30) typed pages using no less than a 10-point font size.
- Page count shall include any introductory letters, transmittal sheets and the resumes of key people, but shall exclude the front and back covers, Prospective Service Provider's Contact Information Sheet, Table of Contents pages, index sheets or tabs, tables, charts, or other graphic exhibits.
 - Information requested by the City under separate cover shall not be included in the total page count.
- 5.2. All proposals should be straight forward, concise and provide “layman” explanations of any and all technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of your offer.
- 5.3. Proposals that appear unrealistic in the terms of technical commitments, appear to lack technical competence or are indicative of a failure to comprehend the complexity and risk of the proposed Contract may be rejected by the City.
- 5.4. Proposals do not have to be professionally produced nor professionally packaged, but must be neat and orderly in appearance and well organized. The following sections/content are to be included in the Prospective Service Provider's response, in the following order:
- **Front Cover**

- **Prospective Service Provider's Contact Information Sheet** – The Prospective Service Provider's Contact Information Sheet contained in this RFP packaged must be completed and signed by an individual authorized by the Prospective Service Provider to bind their company. The address and other contact information provided on this sheet must be that of the Provider's office from which the City's Contract shall be managed, therefore, It should also represent the Provider's located nearest to the City of East Point, Georgia. The Prospective Service Provider's Contact Information Sheet shall be the first sheet of the Provider's response package.
- **Table of Contents or Index of Contents**
- **Cover Letter / Letter of Introduction / Project Summary Section** – The Cover Letter / Letter of Introduction / Project Summary shall not to exceed three (3) pages in length, should summarized key elements of the Prospective Service Provider's understanding of the City's needs and key elements of the Provider's offer that will directly meet those needs. An individual authorized by the Prospective Service Provider to bind the Provider must sign the letter. The letter must clearly stipulate that the contents of the proposal offer and the proposal price shall be valid for no less than one hundred and eighty (180) days from the RFP Due Date, and if accepted, during the initial one-year term of the Contract.
- **Background / Qualifications / References Section** – The Background / Qualifications / References Summary section should describe the Prospective Service Provider's familiarity with providing service of a similar nature to cities of a similar size with a similar need. The Prospective Service Provider shall also provide a minimum of five (5) references for whom they have provided collection services. The references provided should be less than seven (7) years old and must include a valid contract name, contact information and the dates services were provided.
- **Methodology / Approach Section** - The Methodology / Approach section must provide a detailed description of the approach and methodology the Prospective Service Provider shall use to accomplish the Scope of Services for this RFP and to achieve the City's satisfaction in their performance. If the Prospective Service Provider's methodology or approach differs from the Proposed Scope of Services provided herein by the City, please describe in detail any and all differences or deviations. List such differences and deviations by the section number to which they are applicable. The Methodology / Approach section must also include the following sub-sections:
 - A brief explanation of the Provider's approach to accomplishing the collection of delinquencies. List differences or deviations in this sub-section.
 - A statement of the Provider's average collection percentile, where this percentile ranks compared to industry averages and the percentile of collections the Provider anticipates to provide to the City.
 - Provide a detailed statement of the services / products the Prospective Service Provider shall supply to the City that will differentiate them from their competitors, make them "stand out" or make them the best valued selection.

- A brief explanation of the base fee to be applied per account or an explanation of the percentage of each amount collected that shall be deducted from the remittances submitted to the City of East Point, Georgia. IMPORTANT: Please refer to the Scope of Services for details regarding allowable fee structures and how they shall be applied.
- A brief explanation of any other fees or any other percentages that shall be applicable and the circumstances under which they shall be applied. IMPORTANT: Refer to the Scope of Services for details regarding allowable fee structures and how they shall be applied.
- Provide an explanation of how collections out side of the Metropolitan Atlanta area shall be approached and handled.
- Provide a detailed description of the specific tasks the Provider shall require from the City's staff. Explain what the respective roles of City staff shall be in the accomplishment of the services specified in the Scope of Services.
- Examples of the letters to be sent to delinquent accounts.
- Examples of all monthly and annual reports showing all accounts assigned. Please refer to the Scope of Services for report details to be included.
- **Technology and Communications Capabilities Section** – Provide a description of all systems that will be utilized to perform the services described in the RFP Scope of Services.
 - Describe the data and communications software and equipment that will be utilized.
 - Describe the database program that will be employed and provide “screen shots” if possible.
 - Describe the safeguards that are in place to secure and protect sensitive data from intrusion from outside sources.
 - Described the safeguards that are in place to protect against the loss of sensitive data or to recover from an unexpected loss of data.
 - Provide reasons why your systems will assist in providing the most value to the City.
- **Staffing / Administration / Personnel Qualifications Section** – Provide a list of the individual(s) who shall be assigned to work on the City's contract and indicate the functions each shall perform and the areas of responsibility each shall have.
 - Include a brief resume of each designated individual that includes their qualifications for the position.

Upon award of the Contract and during the Contract term, if the Selected Service Provider chooses to assign different personnel to the Contract, the Provider must submit their names, contact information, qualifications and other

information listed herein to the City for approval before they can commence work on the Contract.

Services provided under this Contract shall NOT be performed by nor delegated to any person or entity other than the Provider without the expressed written authorization of the City's Finance Director, unless provide otherwise herein. Under no circumstances shall the City of East Point allow or permit the services described herein to be subcontracted without the prior written consent of the City.

- **Collections Abilities / Capabilities Section** – Provide a statement verifying the Provider's ability / capability to make collections in all fifty (50) states, as well as internationally, and the ability / capability of the Provider to file reports with all three (3) major credit bureaus. The Prospective Service Provider must be licensed to collect debts in all states that require a license.
- **Memberships and Affiliations Section** – The Prospective Service Provider or its employees belongs to which, if any, collection agency memberships, organizations or affiliations. How long has the agency / personnel been associated with each?
- **Detailed Fee Section** - Please provide a detailed explanation of the Provider's fee structure and expand on the brief explanation provided in Methodology/Approach Section. IMPORTANT: The City of East Point, Georgia, prefers not to incur ANY costs associated with this Contract. All monies earned by the Selected Service Provider are anticipated to be earned through the collection activities, either through the addition of fees that are passed on to the debtor, or through a percentile reduction of the collected funds remitted to the City. However, the City does wish to retain the right to invoice the Selected Service Provider for their services if this is a more favorable option, therefore, pricing for this option should be provided by the Prospective Service Provider.
- **Back Cover**

6. EVALUATION CRITERIA / IMPORTANCE OF EACH

The City's evaluation and selection process shall be a qualifications-based selection process for professional services. Proposals shall be evaluated to determine the best value offered to the City and overall RFP conformance. The City shall use some or all of the following criteria for evaluating and comparing the proposals submitted. The specific criteria listed are not necessarily all-inclusive and the order in which they appear is not intended to indicate their relative importance. The possible scoring of each criteria is provided.

- The Prospective Service Provider's methodology and approach to the service, including understanding of the services desired, compliance with the City's requirements, collection percentiles, innovative offerings, services offered, ease of collection process and other related matters. 0 to 25 points

- Experience of the Prospective Service Provider, length of time in business, recovery statistics and other matters related to relevant experience in the collections field. 0 to 25 points
- Past performance with other municipalities and/or private industries and references. Ability and capability to perform the work. Recent experience in conducting similar scope, complexity and magnitude of services for other government agencies, authorities, etc. 0 to 25 points
- Appropriateness and flexibility of pricing arrangements; the cost of the Prospective Service Provider's services. 0 to 25 points

8. SUBMISSION DETAILS

A valid RFP submittal shall consist of one (1) signed, unbound original and six (6) bound photocopies that are identical to the original. Failure to submit the RFP submittal in the manner specified herein or failure to enclosed identical copies of the proposal may result in the disqualification of your submittal. The RFP submittals must be placed in a sealed, opaque envelope / package and clearly marked as follows on the outside:

“RFP No. 2008-1320 – Annual Contract for Collection Agency Services”

The outside of the envelope / package must also contain the name, address and telephone number of the Prospective Service Provider. All such markings must be affixed in a legible and indelible manner. If the RFP response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated **“RFP Submittal Enclosed”** on the outside to differentiate these parcels from those containing RFP questions or inquiries.

RFP responses must be addressed / delivered to the following:

Dena Ray, Contract Specialist
Contracts and Procurement Department
3120 Bayard Street
East Point, Georgia 30344
 Telephone: 404.270.7138
 Fax: 404.765.1184
 Email: dray@eastpointcity.org

Time is of the essence; therefore, RFP responses must be received by the City **no later than Close of Business (5:00 P.M.) on Thursday, May 15th, 2008, hereafter referred to as the RFP Due Date.**

Each Prospective Service Provider is solely responsible for assuring the timely delivery and arrival of their RFP response at the address provided above. The City is not responsible for the untimely receipt nor loss of RFP responses. Responses must not be addressed to nor delivered to another person, department or location within the City. RFP proposals received at the

Contracts and Procurement Office after the time and / or date specified above shall not be opened nor given award consideration.

This is a sealed proposal solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed RFP responses shall be considered invalid and shall not be given award consideration.

Please refer to the City's cover letter / Request for Proposals for the City's general terms and conditions and other relevant information.

8. RESTRICTIONS / LIMITATIONS

The Selected Service Provider shall not own nor have a controlling interest in any finance business or lending institution that makes loans to debtors who are on the Provider's client list or have been referred to the Selective Service Provider by the City of East Point, Georgia, for debt collection. Neither shall the Selected Service Provider, nor any employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this RFP or resulting Contract.