



**REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES**



RFP Number: **1960S**

COLLECTION SERVICES

Submission Due Date/Time: **Thursday, November 7, 2019 prior to 2:00 P.M. Local Time**

Three (3) year term with two (2) possible one-year extensions

One agreement may be awarded from this solicitation

The anticipated method of payment is commission-based

29 Del.C. §6981, 6982(b)

1. OVERVIEW AND AUTHORITY

1.1. Purpose

This Request for Proposals (RFP) is issued by the Delaware Department of Transportation (hereinafter designated as “Department”) for the primary purpose of acquiring Collection Services. These efforts will primarily be for the collection of toll violations and E-ZPass Customer Service Center receivables, but may include other receivables owed to the Department. The primary function will be collection on accounts where attempts have been previously made by the Department. The contract will provide for the collection of delinquent accounts from persons and businesses presently located within Delaware as well as outside the state.

1.2. Intent

These specifications are intended to cover services for the collection of delinquent receivables in an efficient manner and in quantities to be determined subsequent to the proposal opening. The intent of this RFP is to secure a qualified firm which has proven ability to collect upon large volume, accounts receivable for state governments. Accordingly, whenever the singular (e.g., “agency”) is used, it implies the singular or plural (e.g., “agencies”).

1.3. Scope

This document contains general information relating to the procedural requirements in the preparation of proposals to the Department, performance requirements and proposer characteristics, which must be met in order for a proposal to receive consideration.

1.4. Questions

Questions must be submitted before the due date identified in the Procurement Schedule for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the [Bonfire Procurement Portal](#).

The Department’s response to questions will be posted, according to the procurement schedule, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>. Questions should be submitted in the following format:

- Section number
- Paragraph number
- Page number
- Text of passage being questioned
- Question

1.5. Right to Amend

The Department reserves the right to amend or supplement this RFP, giving equal information and cooperation by way of an issued addendum to all vendors as a result of any such amendment.

1.6. Liability for Errors

While the Department has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for all vendors submitting responses.

The information is not guaranteed or warranted to be accurate by the Department nor is it necessarily comprehensive or exhaustive.

Vendors acknowledge and understand that it is their responsibility to obtain clarifications concerning this RFP through the Questions and Answers process prior to the date listed in the Procurement Schedule, and that failure to understand the terms of the RFP will not be considered a valid reason for any resulting non-compliant rating.

1.7. Vendor’s Expenses

Vendors shall be solely responsible for any liability or expenses they incur in preparing, delivering, or presenting a response to this RFP, and for subsequent negotiations with the Department, if any. All Vendors shall fully bear the costs associated with pre-agreement activities including, but not limited to, proposal preparation, negotiations, and/or proposed agreements.

1.8. Procurement Schedule

Action Item	Date	Time
Deadline for Questions to ensure response:	Ten (10) business days prior to the proposal due date	2:00 P.M. Local Time
Final Response to Questions posted by:	Five (5) business days prior to the proposal due date	2:00 P.M. Local Time
Proposals Due prior to:*	Thursday, November 7, 2019	2:00 P.M. Local Time

NOTE: Only asterisk (*) marked date changes will be communicated (via posted Addendums).

1.9. Use of the RFP

The RFP document or any portion thereof may not be reproduced or used for any purpose other than the preparation of proposal submissions by the Vendor.

2. AGREEMENT REQUIREMENTS

2.1. Formal Agreement

The Vendor shall promptly execute an agreement prepared by the Department that shall incorporate the terms of this RFP within ten (10) business days after award, unless an extension of time is mutually agreed upon by both parties. The Vendor is not to begin any work prior to receipt of a written Notice to Proceed (NTP) from the Department. The proposals submitted by the Vendor become a part of the agreement. Submission of a proposal in response to this RFP indicates acceptance of all of the terms and conditions contained herein.

2.2. Terms of Agreement

The following agreement terms shall be included in the Vendor's agreement with the Department:

2.2.1. This agreement shall be for a three (3) year term, with the option for two one-year extensions if mutually agreeable between both parties. All work assignments will be issued on an on-call task order basis and will be at the discretion of the Department and the availability of funding. The agreement award shall be for a period of three years from the date of execution of the agreement. The Department may terminate the agreement at any time upon written notice to the Vendor.

2.2.2. The selected Vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal agreement between parties. This RFP and the selected Vendor's response to this RFP will be incorporated as part of any formal agreement.

2.2.3. Fee Structures

The Vendor will certify, by signing the agreement, that the Vendor has thoroughly investigated the Department's requirements and shall make no claims for compensation in addition to amounts set forth in the written agreement.

2.2.4. The proposals submitted by the successful Vendors may become an addendum to the agreement signed by the successful Vendors, and the proposal must be valid for a minimum of one hundred twenty (120) days from the proposal due date.

2.2.5. By submitting a proposal, the proposing Vendor agrees that in the event it is awarded an agreement, it will indemnify and otherwise hold harmless the State of Delaware, its agents and any employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Vendor's, its agents and employees' performance of work or services in connection with the agreement.

2.2.6. The Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Vendor's negligent performance under this agreement, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this agreement

2.2.7. In meeting this obligation the Vendor shall secure and furnish the Department a certificate of insurance evidencing regular Liability, Property Damage, Worker's Compensation, Automobile, and Errors and Omissions insurance coverage from an insurance company authorized to do business in the State of Delaware. The minimum amounts of coverage for property damage and personal injury shall be \$1,000,000 combined single limit. Errors and Omissions insurance coverage shall be for a minimum of \$1,000,000. The insurance company must be authorized to do business in the State of Delaware. The successful Vendors shall provide the Department with 30 days' notice in the event the policy is cancelled or not renewed.

2.2.8. The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this agreement. The Vendor and its officers, employees, or agents are independent contractors and are not employees of the State of Delaware.

2.2.10. During the term of this agreement, the selected Vendor shall, at its own expense, carry insurance minimum limits as follows:

- a. Commercial General Liability \$1,000,000 per person and \$3,000,000 per occurrence

And at least one of the following, as outlined below:

- b. Medical or Professional Liability \$1,000,000/\$3,000,000
- c. Misc. Errors and Omissions \$1,000,000/\$3,000,000
- d. Product Liability \$1,000,000/\$3,000,000

The successful Vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the Vendor shall, in addition to the above coverage's, secure at its own expense the following coverage:

- a. Automotive Liability (Bodily Injury) \$100,000/\$300,000
- b. Automotive Property Damage (to others) \$ 25,000

The Vendor shall provide a Certificate of Insurance (COI) as proof that the Vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded Vendor. The State of Delaware Department of Transportation shall be named a certificate holder on the certificates of insurance.

2.2.11. Notwithstanding the information contained above, the successful Vendor shall indemnify and hold harmless the State of Delaware, the DDOJ, and its employees from contingent liability to others for damages because of bodily injury, including death, that may result from the successful Vendor negligent performance under this agreement, and any other liability for damages for which the successful Vendor is required to indemnify the State, the DDOJ and its employees under any provision of this agreement.

2.2.12. In performing the services subject to this RFP the successful Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The successful Vendor shall comply with all federal and state laws and policies pertaining to the prevention of discriminatory employment practices. Failure to perform under this provision constitutes a material breach of contract.

2.2.13. The successful Vendor shall certify that it has not employed or retained any company or person other than a bona fide employee working for the successful Vendor, to solicit or secure the agreement and that he has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the Department shall have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. Notwithstanding anything in the errors and omissions policy to the contrary, the standard of performance with which the successful Vendor must comply is that degree of care and skill ordinarily exercised under similar conditions by other like Vendors currently practicing in this state.

2.2.14. The Laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Vendor consents to jurisdiction and venue in the State of Delaware.

2.2.15. The successful Vendor must have a valid Delaware business license in order to receive payment for services.

2.2.16. If the scope of any provision of this agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the agreement shall not hereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

2.2.17. The successful Vendor, upon awarding of this contract and as a condition of this contract, will provide full and adequate justification to the Department that all persons connected with the State's account will be sufficiently bonded in amounts deemed satisfactory for the nature of this contract.

2.2.18. The Department reserves the right to annul any agreement if, in its opinion, there is a failure at any time to perform adequately the stipulations of this invitation to respond, and the general conditions and specifications which are part of these proposals, or in any case of any attempt to impose upon the

Department services of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of the Department to damages for the breach of any covenants of the agreement by the contractor.

2.2.19. Should the Vendor fail to furnish any item or items, or to complete the required work included in the contract, the Department reserves the right to withdraw such items or required work from the operation of a contract without incurring further liabilities on the part of the Department.

2.2.20. The contract will include disclosure provisions prohibiting the successful firm from divulging any information attained during the collection activities for the Department.

2.2.21. If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2.2.22. Performance Requirements - The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

2.2.23. This RFP (including any written questions and Department responses), the executed agreement between the successful Vendor and the Department, and the successful Vendor's proposal, shall constitute the agreement between the Department and the Vendor. In the event there is any discrepancy between any of these agreement documents, the following order of documents govern so that the former prevails over the latter: Agreement, RFP (including written questions and answers), any addendum to the RFP, and then the selected Vendor's proposal. No other documents shall be considered. These documents contain the entire agreement between the Department and the Vendor.

2.2.24. With respect to work provided to or conducted for the State by a Vendor, the Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State by the selected Vendor, or any of its subcontractors.

2.2.25. The selected Vendor shall follow practices consistent with generally accepted professional and technical standards.

2.2.26. The selected Vendor shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department and are consistent with practices utilized by, or standards promulgated by State of Delaware.

2.2.27. If any service, product or deliverable furnished by the selected Vendor does not conform to Department standards or general practices, the Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to Department standards or practices.

2.2.28. The selected Vendor is prohibited from divulging any information attained during the work activities for the Department.

2.2.29. Should the selected Vendor fail to furnish any item or items, or fail to complete the required work included in the agreement, the Department reserves the right to withdraw such items or required work from the operation of the agreement without incurring further liabilities on the part of the Department.

2.2.30. Access to Records - The Vendor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this agreement and make such materials available at its offices at all reasonable times during the period of this agreement and for a minimum period of three years after final payment by the Department and shall make the material available upon request for inspection and audit by the Department. The Vendor is required to comply with all reasonable requests and supply information and documentation pertaining to this project to Department authorized auditors.

2.3 Department Responsibilities

The Department's responsibilities will include:

2.3.1. Providing Accounts to the Vendor.

2.3.2. Providing available name, address, license plate number for each collection Account from state motor vehicle registration files, or other customer data bases.

2.4. Performance Bond

The successful proposer must furnish a Performance Bond in the amount of \$100,000.00 made payable to the State of Delaware and prepared on an approved form as security for the faithful performance of the contract within ten (10) business days of its notification of contract award. The surety thereon must be such surety company or companies as are acceptable to the State of Delaware and are authorized to transact business in this State. Attorneys-in-Fact who sign proposal bonds must file with each bond a certified copy of their power of attorney to sign said bond.

2.5. Debarment or Suspension

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

3. PROJECT REQUIREMENTS

3.1 Account Notification

The Vendor is expected to acknowledge accounts assigned to them by the Department promptly upon receipt. The Vendor and Department shall subsequently agree upon specific procedures relating to proper identification of accounts and handling various transactions.

3.2. Collection Procedures

Implementation of collections shall not occur until the Vendor's collection procedures have been approved by the Department's Project Manager in writing to ensure that such procedures are ethical and lawful, giving no misrepresentations of authority. No collection methods or tactics may be employed which would adversely reflect on the Department's public image.

3.2.1. The Vendor's collection procedures shall include, but not be limited to, use of telephone contact, direct mail contact, and skip tracing efforts. The Vendor shall not initiate any action beyond the terms of the contract without express written permission of the Department.

3.2.2. All accounts or customer information obtained in the course of referred account collection efforts shall be confidential and shall not be released to any person, firm, or Vendor other than the referring Department. The Department requests to have on-line access to account information.

3.2.3. The Department will provide referred accounts to the Vendor in electronic format. The file will be in the format that is exported from the billing system and no modifications to this file will be made.

3.2.4. Additionally, the Department will also provide in electronic format a file that lists account balance changes due to adjustments (not payments) to accounts. These adjustments are not considered payment. The Vendor is expected to acknowledge accounts assigned to them by the Department promptly upon receipt. The Vendor and Department shall subsequently agree upon specific procedures relating to proper identification of accounts and handling various transactions.

3.2.5. The agency is to provide collection procedures to achieve maximum possible recovery from the debtor. These will include a reasonable number of telephone calls; direct mailing efforts and some skip tracing procedures, as well as other procedures outlined by the agency. The agency may undertake legal action only when authorized by the Department.

3.2.6 The vendor shall work with the agencies E-ZPass/Violations vendor in order to collect monies owed to the agency. This may include an electronic interface that will allow agencies E-ZPass/Violation vendor to accept payments on behalf of the collections vendor.

3.3. Volume of Current Accounts

The Department anticipates forwarding on a monthly basis to collection agencies, individual violations notices of approximately 37,000 each with an anticipated annual value of \$3.3 million each. The volume for the selected firm(s) will vary depending on the number of firms selected, and the Department's satisfaction with the performance of the selected firm(s). Any backlog of accounts held by the current incumbent will be placed with the vendor(s) selected under the new contract.

3.4. Remitting Collections

All recovered money owed to the Department is required to be deposited in a separate designated State bank account within one week of receipt. The agency agrees to remit all amounts due the Department on a weekly basis for the amounts collected during the prior weekly period. If the Vendor requires a minimum monetary amount to be accrued prior to making a deposit, this condition, as other conditions, must be stipulated in the proposal response. The Department will set the time period for Accounts to be returned if no payments have been received. Extension of time would require Department approval. The Department may request the return of an account at any time, with no financial penalty for doing so.

3.5. Reporting Procedures

The Vendor shall provide a detailed weekly accounting of collection activity. The Vendor shall submit weekly statements itemizing the following by account; any payment received the previous week, the commission amount retained, the amount deposited in the Department's bank account, current status of collection effort, and number of days each open account has been handled by the agency. Proof of deposit to the designated Department bank account shall accompany the report. Additionally, the Vendor will provide detailed monthly reporting to include account aging, and overall success rates for collection activities.

3.6. Fee Schedule

It is expected that the fee schedule (commission fee) is guaranteed and fixed for the duration of the contract period and that no payment for services will be made unless and until funds are deposited in the State account pursuant to section 3.4 above. Firms may submit, in their proposal, multiple commission fees covering different levels of collection efforts.

3.7. Billing Method

The Department is seeking Proposals for collection services on a commission fee basis. The commission fee is to be deducted from recovered monies. There are to be no charges to the Department other than the commission fee. Additionally, the selected vendor may not charge credit card processing fees to the debtor.

3.8. Payment Provision

The Vendor shall be reimbursed on the basis of a percentage commission fee on all monies collected on the accounts. If commission fees are to be variable, the proposer must describe the possible variations in detail in their response.

3.9. Start-Up Date

The Department of Transportation expects a start-up date as soon as possible after agreement execution. The Vendor or agencies must state the expected start-up date.

PROPOSAL REQUIREMENTS

Interested firms must submit the material required herein or they may not be considered for the project:

1. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.
2. **Upload your submission at:** <https://deldot.bonfirehub.com/portal/>

Important Notes:

- Logging in and/or uploading your file(s) does not mean your response is submitted. Proponents must successfully upload all the file(s) and **MUST** click the submit button before the closing time.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. This will confirm that you have successfully submitted your proposal.
- Each submitted item of Requested Information will only be visible to DeIDOT after the Proposal Due Date.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- The maximum upload file size is 1000 MB.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

Need Help? Please contact Bonfire directly at Support@GoBonfire.com or 1(800)654-8010 ext. 2 for technical questions or issues related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

3. **Submit two (2) pdf format electronic copies** of the Proposal; one original and one a redacted copy. The original must be a .pdf file of the original signed proposal as submitted and should be clearly marked “Original” on the first page of the document. The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as “Redacted” on the first page of the document. The redacted copy is required even if the submission contains no proprietary or confidential information.

To determine what information may be considered proprietary or confidential and may be redacted from their Proposal, firms should review Delaware’s Freedom of Information Regulations here; <http://regulations.delaware.gov/AdminCode/title8/1400.shtml#TopOfPage>. Under Delaware FOIA law, 29 Del. C., §10002(l)(2), “Trade secrets and commercial or financial information...which is of a privileged or confidential nature” are “records that shall not be deemed public” and are therefore exempt from disclosure under FOIA.

4. **Expression of Interest**

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of this proposal. To be considered, all proposals must respond to the items outlined in this RFP using the requested format. Emphasis should be on completeness and clarity of contents.

Submission will be expected to address the following areas and should be tabbed and collated in the following order:

- A. **Cover Letter** – two page maximum - Each proposal shall have a cover letter on the vendor's letterhead. The cover letter must include the Technical Representative's Name, Telephone Number and e-mail address. This will be the main contact representing the proposer. The cover letter shall summarize the Vendor's qualifications and the experience of all team members; briefly discuss the system proposed to respond to the requirement of this RFP, and the proposed implementation date, plan and schedule.
- B. **Experience** – four page maximum - The Vendor shall submit information demonstrating experience in similar debt collection services for a state/local government agency. The Vendor must demonstrate, to the satisfaction of the Department, that the proposed implementation team is capable of satisfactorily performing the work of this project. The proposer's business history and number of years in operation is to be included.
- C. **Company Facilities** – two page maximum - Number of offices on a national, state, or local level and the address and name of each. Also, the number of employees at each office must be included.
- D. **Methods of Collection** – Routine methods of collection applicable to this contract. An overview of your collection system, including computer aids, and copies of representative letters and notices reflecting your procedures. Emphasis should be given to the following:
 - 1. The ability to send data and funds electronically, such as e-mail and FTP;
 - 2. Discuss in detail the methods of transferring of data and funds that you would provide;
 - 3. What methods, frequency, and format of reporting do you regularly provide regarding status or collection activities (include samples of your standard reports);
 - 4. Please address the following areas and state how each factor affects the collection method utilized:
 - i. Geographical location of debtor;
 - ii. Size of debt;
 - iii. Age of debt;
 - iv. Others factor which influence collection method;
 - 5. Proposed procedures for compromise payment (settlements); e.g., prior written approval for a settlement based on proposer's recommendation;
 - 6. Minimum and maximum duration of collection cycle;
 - 7. Expected recovery rates based on historical data.
- E. **Capabilities** – one page maximum. A narrative detailing the method by which the proposer intends to deal with the increased work load this contract would bring.
- F. **Account Acknowledgement** – one page maximum. The Vendor is expected to acknowledge accounts promptly upon receipt. Explain your current method(s) to acknowledge accounts.

- G. **Legal Action** – four page maximum. A statement of whether legal/litigation capabilities exists in the firm and how and when the firm would indicate to Department and the debtor that it desires to proceed with legal action.
- H. **Financial Statements** – Financial statements from the previous two fiscal years, which also adequately portray the financial position of collection operations (if the operation is a portion of other financial services of the firm).
- I. **Quality** – Provide the most recent SOC 2 or PCI compliance report of auditing from your last audit; or, similar outside quality review of your company’s procedures; or, define your internal quality system and address how quality is improved in your organization.
- J. **Assurance** – The basis for assurance that your firm can meet the bonding requirements, Delaware State Law, and professional performance requirements of the Fair Debt Collection Practices Act.
- K. **Information Exchange** - two page maximum. A narrative as to how your firm will be able to electronically exchange Account information and financial payments.
- L. **Compliance with Law** – The proposers must state adherence to, and comply with, all federal and state laws that apply to Vendor services.
- M. **References** – Provide at least three (3) references from large volume customer accounts (i.e.; from customers with similar or greater number and value of cases forwarded for collection). References from within the past 10 years. It is preferred that one or more references be a large governmental account. By providing such information, the Vendor grants the Department permission to contact these individuals. Also state whether the proposer is a member of any state or national trade associations. Submit the following information for each reference:
- a. Client Name and Address
 - b. Client Contact/Project Manager
 - c. Valid Client Telephone Number and Email
 - d. Project Number and Description
- N. **Stipulations / Exceptions** – A listing of any and all stipulations or exceptions taken to any item in this proposal. The Department reserves the right to reject any stipulations and/or exceptions taken.
- O. **Contractual Expectations** – List any contractual provisions which the proposer expects the Department to agree. NOTE: The Department will issue the contract covering this work.
- P. **Bid Page** – All Vendors who wish to perform services on this contract shall specify unit bid amounts on the provided form in Appendix A. The unit bid amounts shall be inclusive of all services, materials, equipment and incidentals necessary for implementation of the full performance system and for ongoing maintenance, technical support and engineering updates for any equipment. The specified unit bid amount will remain in effect during the thirty-six (36) month contract period. All figures entered on the bid form shall be typewritten. If commission fees are to be variable, the proposer must describe the possible variations in detail in their proposal, and show same on the bid form.

5. **Joint venture** submissions will not be considered.
6. DelDOT reserves the right to reject any and all submissions. Submissions become property of the Department and shall be retained electronically for a minimum period of three (3) years from the date of receipt. DelDOT reserves the right to any and all ideas included in this response without incurring any obligations to the responding firms or committing to procurement of the proposed services.
7. **Required Forms.** All firms responding to the RFP must complete and return the submission forms located in ‘Appendix A’ of this document.

No promotional materials or brochures are to be included as part of the submission.

RATING CRITERIA

#	Criteria Description:	Weight
1	Recovery rate expected or previously demonstrated	20 %
2	Cost of Service	20 %
3	State or Federal Government Collection Experience	15 %
4	Vendors Ability to Meet the Project Requirements	15 %
5	Overall quality and completeness of submissions to include clarity, readability, and presentation of material	15 %
6	Quality Systems	15 %
TOTAL :		100%

OVERVIEW OF SELECTION PROCESS

- This is a project specific agreement where the services as described in this RFP will be provided over the life of the project.
- This is a single phase solicitation process with the availability for discussions with three (3) of the most highly qualified firms. Based upon the listed criteria and evaluation of each firm’s submitted proposal, the Selection Committee may decide if a small sample task and/or discussions will be held with the most highly qualified consultants. If discussions are held, they will serve to clarify the technical approach, qualifications, and capabilities provided in response to the RFP, after which the committee will determine the ranking of the candidate firms.
- Selection Committee members will individually score each firm’s submitted proposal which determines individual ranking. The Department’s ranking is the combined ranking of all Committee members. Firms, in order of ranking, will have the opportunity to negotiate an agreement with the Department. If the Department cannot reach agreement with the highest ranked firm(s), the Department terminates negotiations and begins negotiations with the next highest ranked firm, and so on until an agreement is reached. The Department notifies via email the awarded firm(s) of the opportunity to enter into an agreement with the Department. This notification also includes information on the next steps for the agreement process.
- Selection Committee membership appointments are confidential. The Department’s Professional Services Procurement Manual may be viewed [here](#).

MISCELLANEOUS

The Department is not liable for any cost incurred by the consultant in the preparation or presentation of the Proposal.

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subconsultants currently debarred or suspended is ineligible to participate as a candidate for this process. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

The Department of Transportation will affirmatively insure individuals and businesses will not be discriminated against on the grounds of race, creed, color, sex, or national origin in consideration for an award. Minority business enterprises will be afforded full opportunity to submit bids/proposals in response to this invitation.

Department of Transportation
State of Delaware
By: Jennifer Cohan
Secretary
Dover, DE

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Appendix A - REQUIRED FORMS

The following completed forms are required to be returned with each proposal:

- Bid Page
- Certification of Eligibility
- Certificate of Non-Collusion

**AGREEMENT 1960S - COLLECTION SERVICES
 BID PAGE**

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **
ALL FIGURES MUST BE TYPEWRITTEN

ITEM NO.		UNIT PRICE IN PERCENTAGE MUST BE TYPEWRITTEN	
1		Collection Services Commission Percentage $\frac{\text{_____}}{\text{UNIT - EACH}} \%$	Start Up Date: _____
2		Describe Additional Service and Cost: Percentages are preferred. $\frac{\text{_____}}{\text{UNIT - EACH}}$	
3		Describe Additional Service and Cost: Percentages are preferred. $\frac{\text{_____}}{\text{UNIT - EACH}}$	
4		Describe Additional Service and Cost: Percentages are preferred. $\frac{\text{_____}}{\text{UNIT - EACH}}$	

CERTIFICATION OF ELIGIBILITY

Delaware Department of Transportation

Request for Proposal 1960S – Collection Services

We have read Request for Proposal number 1960S and fully understand the intent of the RFP as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

_____ hereby certifies that it is not included on the United States Comptroller General’s Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

_____ Signature of the Bidder or Offeror’s Authorized Official

_____ Name and Title of the Bidder or Offeror’s Authorized Official

_____ Date

Sworn and subscribed before me this _____ day of _____, 20__

Notary Public

My commission expires: _____ / _____ / 20__
Month Day Year

CERTIFICATE OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, 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 this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting to such prices, with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

_____ Signature of the Bidder or Offeror's Authorized Official

_____ Name and Title of the Bidder or Offeror's Authorized Official

_____ Date

Sworn and subscribed before me this _____ day of _____, 20__

Notary Public

My commission expires: _____ / _____ / 20__
Month Day Year