

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

**STATE OF DELAWARE
DEPARTMENT OF FINANCE
DIVISION OF REVENUE**

Carvel State Building
820 N. French Street, 8th Floor
Wilmington, DE 19801

Sharon Ferrara, Manager
Bureau of Tax Collections
Division of Revenue

Email sharon.ferrara@state.de.us

_____ Proposer to Place Company Name Here

_____ Proposer's Address

_____ Proposer's Telephone Number

25-06-01-05-01 _____ Proposal Number

On-Site Professional Collection Services _____ Proposal Description

July 22, 2011 _____ Proposal Opening Date and Time

3:00 P.M. Prevailing Time _____

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- It is the responsibility of the bidder to check the *bids.delaware.gov* website for any solicitation addenda and/or Questions & Answers

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**DIVISION OF REVENUE
Carvel State Building, 8th Floor
820 N. French Street
Wilmington, DE 19801**

**RFP No.: 25-06-01-05-01
Date: June 20, 2011**

SECTION I. GENERAL COMMENTS AND INFORMATION

1.1 Preparation and Submission of Proposals

The Division of Revenue (hereinafter known as the "Division or DOR") will receive sealed proposals until 3:00 P.M., July 22, 2011 prevailing time for Collection Services as described in this Request for Proposal. This Request for Proposal is issued pursuant to 29 Del.C §§ 6902[1], 6981, and 6982. Proposals must be delivered to the Manager, Bureau of Tax Collections, at the address as described in Section 1.6 where they will be opened and publicly read at the time stated. Proposals must be delivered in sealed opaque envelopes and be clearly marked on the outside: **"Sealed On-Site Collection Services Proposal."** Proposals must be mailed by Certified Mail or Delivered by Hand.

The proposal must conform to the Proposal Procedures and Requirements Sections of the RFP. The DOR specifically reserves the right to waive or modify any informalities or irregularities in the proposal form. Each proposal must be accompanied by a cover letter, which briefly summarizes the proposing firm's interest in providing the required professional services. The cover letter must also clearly state and justify exceptions to the requirements of the RFP, which the applicant may have taken in presenting the proposal. The DOR reserves the right to deny any and all exceptions to the RFP requirements.

Proposals must be submitted with one copy of this proposal and each proposer is to retain one copy for its files. Proposals must be signed by an authorized representative of the company submitting a proposal. Notification of the proposal award will be made by letter.

The **OFFER AND ACCEPTANCE Form** in Section IV must be properly filled in and signed.

1.2 Terms of Contract

It is understood that under the terms and conditions of this request that the Division of Revenue (DOR) reserves the right to contract for any of the above services from one or more bidders in accordance with 29 Del. C., §6986 during the contract period of 11/1/11 to 10/31/16. Notwithstanding that this is to be considered a five (5) year contract, there will be a required written annual renewal to be executed by the parties on or before September 30th of each year the contract

is renewed without need to resort to or seek further requests for proposals. The contract may be terminated by either party upon providing thirty (30) days' written notice. In the event the successful proposer breaches any material obligation set forth under the contract, the DOR may immediately terminate the agreement upon providing written notice to the breaching proposer.

Prices quoted shall only be increased annually by the increase in the Department of Labor Consumer Price Index (all city average - all items) for any year during the period between 11/1/12 and 10/31/16. The prices quoted shall not include state sales and use taxes. Proposers will be required, if requested by the Division, to furnish satisfactory evidence that they are qualified as a collection agency, having a regularly established place of business.

1.3 Issuing Office

State of Delaware
Delaware Division of Revenue
Bureau of Tax Collections
820 N. French Street
Wilmington, DE 19801
Attention: Sharon Ferrara

1.4 Issue Date

June 20, 2011

1.5 Closing Date/Time

July 22, 2011, at 3:00 p.m. (prevailing time).

1.6 Inquiries

All inquiries concerning this RFP should be submitted to

Sharon Ferrara, Manager
Division of Revenue
Bureau of Tax Collection
Carvel State Building, 8th Floor
820 N. French Street
Wilmington, DE 19801
Sharon.ferrara@state.de.us

1.7 Contractual Obligation

The proposals submitted by the successful proposers may become at the insistence of DOR an addendum to the contract or agreement signed by the successful proposers and the Division of Revenue. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of one hundred and twenty days (120) days from the closing date.

1.8 Written and Oral Presentation

Proposals should be prepared by providing a straightforward, concise description of proposer capabilities to satisfy the requirements of this proposal. To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. The DOR reserves the right to reject any non-responsive or non-conforming proposals. Emphasis should be on completeness and clarity of contents. An oral presentation by the proposers and/or on-site visit to one of the proposer's collection offices may be required by DOR in order for the proposer to explain or clarify its proposal

1.9 Evaluation Process

All proposals submitted in response to the RFP shall be reviewed by the Proposal Review Committee.

A. Proposal Review Committee

The Proposal Review Committee shall determine the firms which meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to Patrick Carter, Director of Revenue, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982 and in the best interests of the State of Delaware, to award a contract to the successful proposer.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all proposers during the review and negotiation.
- Negotiate any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time.

B. Proposal Selection Criteria

The proposals shall contain the essential information by which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by DOR and the Proposal Review Committee to be essential for use by the committee in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible proposer and participate in the Proposal Review Committee's consideration for award. Proposals which do not meet or comply with instructions of this RFP, may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

All proposals submitted in response to the RFP shall be reviewed by the Proposal Review Committee. The Proposal Committee shall consist of five (5) Division of Revenue employees. The selection process will be based on evaluation of the following major criteria:

- a. Capability of providing an experienced Collection Team and support staff of at least six (6) employees on-site at DOR's Wilmington Office.
- b. Multi-state presence and collection capabilities. Additionally, a proposer may be selected based on presence within Delaware.
- c. Personnel experienced with collection of governmental accounts receivables and specifically tax accounts.
- d. Ability to meet projected deadlines and the Division's payment procedures outlined in Section 2.1
- e. Cost of hourly service per employee.
- f. Reputation and prior experience of proposer in providing on-site collections and support staff teams, consisting of a minimum of five (5) years collection experience.
- g. Financial condition of the proposer
- h. Whether or not all instructions obtained in this RFP have been met. Proposals which do not meet or comply with instructions of the RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

1.10 Rejection of Proposals

Notwithstanding 29 Del. C. §§ 6981, 6982 Delaware code 6982, The Division of Revenue reserves the right to reject any and all proposals received by reason of its request, or to negotiate separately in any manner that best serves the interests of the State of Delaware.

1.11 Compliance with Law

- a. The proposers must comply with the laws that apply to collection agency services.
- b. The successful proposers must comply with Title 30, Delaware Code, Section 368. A copy of this section is attached as **Exhibit A. NonDisclosure Statement**
- c. The successful firm must have or obtain a valid Delaware Business License.

1.12 Liability and Retention of Proposals

The proposers shall be responsible for any liability or cost incurred in connection with responding to this request for proposal. Proposers shall specifically designate those portions of their proposals which they believe to be proprietary and, therefore, or otherwise, privileged or confidential under the Delaware Freedom of Information Act. A copy or copies of each proposal may be kept as part of the agency file and open to inspection by any person permitted by law.

SECTION II. GENERAL COMMENTS AND INFORMATION

2.1 Purpose

This Request For Proposal (RFP) is issued by the Division of Revenue (DOR) for the purpose of acquiring on-site professional collection and support staff services for the collection of accounts receivables and other state government accounts receivables owed to the State of Delaware. The on-site location will be within the Bureau of Tax Collection at Delaware Division of Revenue, 820 N. French Street, Wilmington, Delaware. DOR is authorized to establish and maintain a special fund with the State Treasurer for the purpose of contracting for the collection of delinquent State taxes and other state government accounts receivables. The contract will provide for the collection of delinquent accounts from persons and businesses presently located in and out-of-state. Deposits to the special fund shall be from the collection of delinquent taxes under such contract. Accordingly, whenever the singular (e.g., "agency") is used, it implies the singular or plural (e.g., "agencies").

2.2 Scope

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

2.3 Intent

These specifications are intended to cover professional services for the collection of tax accounts receivables and other state government accounts receivables in an efficient manner and in quantities to be determined subsequent to the proposal opening. The intent of this proposal request is to secure a qualified firm (preferably with collection experience in tax accounts) which has proven ability to provide employees who can collect a large volume of accounts receivables of state governments.

2.4 Reservations

The Division of Revenue reserves the right to annul any contract if, in its opinion, there is a failure at any time to adequately perform the terms 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 Division services of an unacceptable quality. Any action taken pursuant to this latter term shall not affect or impair any rights or claim of the Division to damages for the breach of any covenants of the contract by the successful proposer.

Should the collection agency fail to furnish any item or items, or to complete the required work included in a contract, the Division 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 Division.

Should any proposer have any questions as to the intent or meaning of any part of this proposal, the proposer should contact the Division in time to receive a reply before submitting a proposal.

The Division reserves the right to reject any or all proposals, in whole or in part, to make partial awards, to waive or modify any irregularity in any quotation, to increase or decrease quantities if quantities are listed in the proposal, and may reject any request that shows any omission, alterations of forms, additions not called for, conditions, or alternate proposals, and may make any such award as is deemed to be in the best interest of the State of Delaware.

2.5 Contract Conditions

The firm awarded the contract under this RFP shall be subject to the following contractual provisions:

A. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to continue the contract, in whole or in part, the contract shall be terminated, as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available, or upon the exhaustion of funds.

B. Notice

Any notice to the DOR required under this contract shall be sent by registered mail to: Sharon Ferrara, Delaware Division of Revenue, Bureau of Tax Collections, 820 N. French Street, 8th Floor, Wilmington, DE 19801.

C. Formal Contract & Purchase Order

The successful firm shall promptly execute a contract incorporating the terms of this RFP within thirty (30) days after the award of the contract. No proposer is to begin any service prior to receipt of a State of Delaware purchase order signed by two (2) authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and DOR. The purchase order, once it is received, shall serve as authorization to proceed in accordance with the bid specifications and special instructions.

D. Indemnification

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, 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 including expenses for attorney's fees, arising out of the firm's, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims, or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

E. Non-Discrimination

In performing the services subject to this RFP the successful proposer agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The successful proposer 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.

F. Covenant Against Contingent Fees

The successful proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the proposer for the purpose of securing business. For breach or violation of this warranty, the DOR shall have the right to annul the contract without liability, or at its discretion, to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

G. Contract Documents

The RFP, the Purchase Order, and the executed Contract between the DOR and the successful proposer shall constitute the Contract between the DOR and the proposer. In the event there is any discrepancy between any of these contract documents, the following order of documents govern so that the former prevails over the later: Contract, RFP, and Purchase Order. No other documents shall be considered. These documents contain the entire agreement between the DOR and the firm.

H. Applicable Law

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

I. Scope of Agreement

If the scope of any provision of this Contract 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 Contract shall not hereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

2.6 Consideration of Prior Service

Awards on this proposal will be made after consideration has been given to any previous performance for the State of Delaware as to quality of service and of merchandise, and with regard to the proposer's ability to perform should it be awarded the proposal.

2.7 Proposal Security

Each proposer must submit with its proposal the initial proposal security check below:

- 1. A Proposer Bond for \$5,000; or,**
- 2. A Certified or Cashier's Check for \$5,000. The security must be made payable to the "State of Delaware."**

Required proposal security will be returned to all except the successful proposer(s) within fifteen (15) days after awards have been made. The proposal security of the successful proposer or proposers will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award shall be made within thirty (30) days after the date of the opening of the proposals, proposal security will be returned to any proposer upon demand of the proposer at any time after the thirty-day period so long as the proposer has not been notified of the acceptance of its proposal. Written notification of the acceptance of any proposal will be made to the successful proposer or proposers.

2.8 Performance Bond

The successful proposer or proposers on this proposal must furnish, within ten (10) days of its notification that its proposal has been accepted, a Performance Bond in the amount of \$50,000, or an amount equal to the contract, whichever is less, made payable to the State of Delaware and prepared on an approved form of Performance Bond as security for the faithful performance of the contract. The surety thereon must be such surety company or companies as are acceptable to the State of Delaware and as are authorized to transact business in this State. Attorneys-in-fct who sign proposal bonds must file with each bond a certified copy of their power of attorney to sign said bond. The successful proposer or proposers, upon failure or refusal to furnish the required Performance Bond within ten (10) days after notification of award, shall pay to the State of Delaware as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with its proposal.

2.9 Fidelity Bond

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

SECTION III.

REQUIREMENTS

3.1 Introduction

The State of Delaware, Division of Revenue has an on-going accounts receivables caseload of approximately 6,000 cases at a value of Thirty (30) million dollars. This section reflects a request for a bid for a collection agency to provide experienced collection personnel and support staff in DOR's Wilmington, Delaware office to expedite collections on delinquent accounts.

3.2 Objectives

- To maximize financial return internally prior to the enlistment of 1st referral vendors.
- To provide critical collection and support staff experience to the DOR's staff.
- To leave a long-term, positive effect on DOR's collection staff and management.
- To provide consultation as to alternative collection methods.

3.3 Work Plan

- DOR will provide space, equipment and telephones for the collection agency staff.
- The collection agency and DOR will outline and mutually agree upon the objectives of the program.
- DOR will provide the collection agency staff with training on DOR's computer systems and overall layout of the current collection policies and procedures.
- Collection agency personnel will be assigned accounts based on a priority order, which will be determined by the Division of Revenue.

3.4 Duration

The collection agency onsite staff will use their best efforts to effect telephone collections for the duration of time the account is assigned to them.

3.5 Pricing

It is assumed that on-site collection and support staff will work between a 35 to 40-hour work week. This schedule may include evenings and Saturday morning hours. The collectors will be paid on an hourly basis. Bid prices should be offered on an hourly basis.

3.6 Written Proposals

Proposal responses will be expected to address, at a minimum, the following areas:

1. 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.
2. Fee schedule and payment procedures. Cost of hourly service per employee.
3. Proposers must submit with the proposals:
 - (a) A narrative detailing the method by which the proposer intends to supply the Division with employees pursuant to this contract.
 - (b) Criteria used to hire necessary employees to collect debts by phone
 - (c) Criteria used to hire necessary employees for problem resolution and enforcement as well as clerical support.
 - (d) Audited 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].
 - (d) The basis for assurance that the proposer can meet the bonding requirements, professional performance requirements of the Federal Fair Debt Collection Practices Act and the Division's non-disclosure requirement. A copy of the latter is attached hereto as **Exhibit A**.
 - (e) A statement of management standards using the ISO 9001: 2000 quality management standard as a guideline, or an equivalent Quality Management Standard.
 - (f) Provide a SAS 70 Statement of auditing or equivalent.
 - (g) Five references from large volume customer accounts (i.e., from customers with similar or greater number and value of cases forwarded for collection). It is preferred that one or more of said references be a large governmental account and it is additionally preferred that the governmental account be a tax accounts receivable.

3.7 Records Inspection

The collection agency or agencies shall maintain, for all on-site employees, records which reflect their hourly activity. The State shall have a right to inspect such records at its convenience during the term of the contract and for a period of two years after the completion or termination of a contract.

3.8 Performance Evaluation

The collection agency will be evaluated on a quarterly basis.

3.9 Availability

Division of Revenue prefers a start-up date not to exceed ninety (90) days after receipt of notice of bid award. The successful proposer or proposers must state the expected start-up date and agree to a liquidated damage clause for failure to meet the scheduled start-up date.

- For information regarding Office of Minority and Women Business Enterprise
<http://gss.omb.delaware.gov/omwbe/index.shtml>

SECTION IV.

BID PROPOSAL FOR THE STATE OF DELAWARE

Division of Revenue
Collection Services

Attention: Sharon Ferrara, Manager, Bureau of Tax Collection
Office of Financial and Account Services
Division of Revenue
Carvel State Office Building – 8th Floor
820 North French Street
Wilmington, Delaware 19801

We have read the proposed agreement (a copy of which is attached and is part of our proposal), fully understand the intent of the agreement, certify that we have adequate personnel and equipment to fulfill the requirements thereof, and agree to furnish such services.

Collection team will be located on-site at Delaware Division of Revenue, 820 N. French Street, Wilmington, Delaware.

SERVICE

Collection of: Corporate Income Tax, Withholding Tax, Gross Receipts Taxes, Personal Income Taxes, Other (State Government, Accounts Receivables).

COMPENSATION

Hourly Rate

Supervisor Rate _____
Administrative Assistant Rate _____
Clerical Support Rate _____
Collectors Rate _____
Problem Resolution Rate _____
Enforcement Rate _____

We agree to provide all Collection Services as detailed in your Request for Proposal.

Submitted By:

Proposer: _____

Address: _____

Signed: _____

Title: _____

Non-Collusion: Proposals are made without any previous understanding, agreement, or with any person, firm, or corporation making a proposal for the same services, or supplies, or equipment, and is without collusion or fraud.

Submitted By:

Proposer: _____

Address: _____

Phone No.: _____

Federal E.I. No.: _____

State of DE Business License No. [if applicable]: _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Printed Name of Authorized Person: _____

Proposer is a [state whether Sole Proprietor, Partnership, Corporation, other]: _____

Corporate Seal of Proposer

Witnessed By: _____ **Date:** _____

**State of Delaware
DEPARTMENT OF FINANCE
Division of Revenue**

NONDISCLOSURE STATEMENT

Section 368, Title 30, Delaware Code, and Section 7431, Federal Internal Revenue Code, make it unlawful for any employee, or former employee of the Division of Revenue (or person employed on an independent contract basis) to disclose to any unauthorized person any information set forth in any State or Federal income tax return, report, or document filed with the Division including the fact that it was or was not filed. Violation of this provision may be punished by a fine of \$1,000, or imprisonment of both. The law provides as follows:

§ 368, Secrecy of returns and information; penalty.

- (a) Except in accordance with proper judicial order or as otherwise provided by law, it shall be unlawful for any officer or employee of the Department of Finance, or for any other officer or employee of this State who has access to tax returns or information from tax returns under this Title (other than Chapters 30 (except §3004 and §3005), 51, and 52) to disclose or make known to any person in any manner the amount of income or of any particulars set forth or disclosed in any report or return required under this Title (other than Chapters 30 (except §3004 and §3005), 51, and 52) including any copy of any portion of federal income or state tax return, or any information on a federal return or report which is required to be attached to or included in a State tax return.
- (b) Nothing in this section shall be construed to prohibit the publication of statistics classified so as to avoid identification of specific taxpayers, or to prohibit the disclosure of the tax return information of any taxpayer to such person or persons as the taxpayer may designate in a written request or consent to such disclosure.
- (c) For purposes of this section, the term "officer or employee" shall include present and former officers and employees, and any person or persons employed or retained by the State on an independent contractor basis. The term "return" or "report" shall include report of the Internal Revenue Service or other competent federal authority containing tax return information.
- (d) Any violation of this Section shall be a misdemeanor, punishable upon conviction by a fine not to exceed \$1,000 or imprisonment not to exceed six months, or both. The Superior Court shall have exclusive original jurisdiction over such misdemeanor.
- (e) For purposes of this section, the terms "return" and "return information" shall not be construed to include any information appearing or to appear on the face of a license required to be displayed under §2109 of this Title or the name or mailing address of the licensee of said license.

In addition, it is unlawful to access Federal Tax return information for any reason other than those pertaining to the official business of the Division of Revenue. It is contrary to the rules governing employment for an employee to access either state or federal tax return information for thither than official purposes.

Patrick T. Carter
Director of Revenue

Please indicate, by your signature below, that you have read and understood the foregoing provisions of law and policy.

(Signature at start of employment)

Signature of Employee

____/____/____
Date

Please indicate, by your signature below, that you understand the foregoing nondisclosure provisions apply to you as a former Division of Revenue employee.

(Signature at start of employment)

Signature of Employee

____/____/____
Date