



Contract and Procurement Department
3120 Bayard Street
East Point, Georgia 30344
Telephone: 404.270.7138
Fax: 404.765.1184

DATE: April 30th, 2008
TO: All Prospective Service Providers
FROM: Dena Ray, Contract Specialist
RE: RFP No. 2008-1320 – Annual Contract for Collection Agency Services

Greetings,

The City of East Point, Georgia, is soliciting proposals from experienced and qualified collection agencies who are interested in entering into a contract to provide debt collection services for the City of East Point, Georgia. The initial contract term shall be for one (1) year with four (4) one-year options that may be entered into upon the agreement of both parties. Please refer to the attached Request for Proposal (RFP) for further details and a Proposed Scope of Services.

Prospective Service Providers shall carefully review the proposal documents provided by the City and shall promptly notify the City of East Point's Contract and Procurement, in writing, of any and all ambiguities, inconsistencies, unduly restrictive specifications or errors that may be discovered upon examination of the documents. The Contract and Procurement Department may be contacted by email at dray@eastpointcity.org or by fax at 404.765.1184. All correspondence must reference the applicable RFP Number and be as specific as possible in describing the inconsistency.

Requests for additional information, specific RFI's, amendment of the RFP specifications or requirements, or for an extension of the RFP Due Date must be submitted in writing to Dena Ray, Contract Specialist, Contracts and Procurement Office, 3120 Bayard Street, East Point, Georgia 30344. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "**Inquiry Enclosed**" to differentiate such parcels from those containing final RFP submittals. The deadline for receipt of any and all such inquiries is Close of Business (5:00 P.M.) on Thursday, May 8th, 2008. (Please note, this is NOT the RFP Due Date.) Electronically submitted (faxed and/or emailed) requests for changes and / or time extensions shall be given consideration if they are concise, clearly worded and submitted in a timely manner.

The City, its agents, representatives and/or employees shall not be responsible for any information given by way of verbal communication. Interpretations, corrections, additions or deletions to the RFP

documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions of the RFP documents implied or made in any other manner shall not be considered valid nor binding and Prospective Service Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their RFP responses. Any questions that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the selection of the Prospective Service Provider, the Proposal Process or the award of the Contract shall be answered in addenda issued by the City of East Point, Georgia.

The RFP price provided by Prospective Service Providers must be all-inclusive, and is to include the cost of any and all permits or licenses, any and all insurance costs, the cost of equipment and materials, and the cost of the staffing necessary to complete the project or provide the services as specified herein in a lawful, safe and professional manner utilizing the best known practices in the profession for each service industry involved.

Prior to commencing with any services, the Selected Service Provider(s) shall be required to enter into a legally binding **Agreement or Contract** with the City of East Point, Georgia.

Prospective Service Providers wishing to participate in this solicitation must follow the instructions detailed in the RFP package. Incomplete RFP submittals shall not be given award consideration. RFP proposals submitted using any other forms or formats shall be considered "non-conforming" and shall be disqualified from competition.

PLEASE NOTE: An 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 above 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 Y. Ray
Contract Specialist
Contracts and Procurement Department
3120 Bayard Street
East Point, Georgia 30344
Telephone: 404.270.7138
Fax: 404.765.1184**

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.

All RFP proposals submitted must be valid for a **minimum of one hundred and eighty (180) days** from the RFP Due Date. All Proposals shall be irrevocable for this period of time, until the City awards this RFP and enters into a Contract for the services or cancels this Request for Proposals, whichever shall first occur. If the solicitation involves or is based upon a Contract for Services, the Provider's terms, the deliverables and the pricing must be valid, at a minimum, for the entire initial term of the Contract, unless stated otherwise herein.

Interpretations, corrections, additions or deletions to the RFP documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions of the RFP documents implied or made in any other manner shall not be considered valid nor binding and Prospective Service Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their RFP responses.

If required, addenda shall be issued to all Prospective Service Providers who are on record as having received the RFP documents. Distribution of the addenda shall be accomplished in the same manner as the distribution of the RFP documents, and shall also be made available, free of charge, to all Prospective Service Providers on the City's web site at <http://eastpointcity.org>.

Before submitting a proposal response, Prospective Service Providers must ascertain that all addenda issued by the City have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Service Provider to assure they have received any and all addenda, and the City shall not be held responsible for any oversight and / or omission. Responses that are prepared and submitted by Prospective Service Providers without benefit of the data contained in any and all issued addenda shall be considered "non-conforming" and shall not be given award consideration.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any Prospective Service Provider. The City reserves the right to reject any or all proposals, or any portion thereof or to waive any technicalities it deems are not in the best interest of the City. In particular, the City reserves the right to reject proposals that are submitted using a form and / or format other than the form and / or format stipulated herein and / or provided in the RFP package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming.

The City shall not be held liable for the reimbursement or payment of any cost(s) incurred by Prospective Service Providers in the preparation or provision of responses to this RFP or any other solicitations issued by the City of East Point, Georgia.

A sealed proposal may not be modified, withdrawn nor cancelled by the Prospective Service Provider after the time and date designated for receipt of proposals has passed. Agreement to this condition is provided by submission of a proposal submittal by the Prospective Service Provider.

Before the time and date designated for receipt of proposals has passed, sealed proposals submitted

early may be withdrawn or cancelled by the Prospective Service Provider by providing notice to the Contracts and Procurement Department before the time designated for receipt of sealed proposals. Such notice shall be in writing over the signature of the Prospective Service Provider. The requesting Prospective Service Provider may designate that the withdrawn or cancelled proposals be retained, unopened, by the Contracts and Procurement Department, shredded in an unopened condition by the Contracts and Procurement Department, or returned, unopened, to the Prospective Service Provider. If the Prospective Service Provider designates to have the response returned, unopened, the Prospective Service Provider must arrange to pick up the unopened proposal. Under no circumstances shall withdrawn or cancelled proposals be returned to the Prospective Service Provider at the City's effort or expense.

Sealed proposals that are withdrawn or cancelled shall not be opened on City property nor in the presence of competing Prospective Service Providers.

Withdrawn or cancelled proposals may be resubmitted, with or without modification, by a Prospective Service Provider up until the time and date designated as the Proposal Due Date.

Properly identified proposals received on time shall be publicly opened and the Prospective Service Provider's name read aloud in public. A Responder's Listing shall be prepared by the Contracts and Procurement Department and made available via email to Proposed Service Providers and others who submit an emailed request for the information after the RFP Due Date.

All proposals shall remain confidential, but may be subject to disclosure under various Freedom of Information and Privacy Acts. Review of RFP's shall be made available to other Prospective Service Providers and the general public after a Service Provider has been selected by the City and a legally binding contract has been negotiated and entered into or a Purchase Order has been issued. Such requests shall be handled pursuant to the terms and conditions of applicable Federal and state Freedom of Information Acts.

The City reserves the right to reject any or all responses, or any portion thereof, or to waive any technicalities it deems are not in the best interest of the City. In particular, the City reserves the right to reject proposals that are submitted using a form and / or format other than the form and / or format stipulated herein and / or provided in the RFP package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming.

It is the intent of the City to award a contract to the best value, responsive, responsible Service Provider provided the RFP submitted by that Prospective Service Provider has been submitted in accordance with and meets the requirements stipulated in the RFP package. Only after consideration of any and all determining factors shall the best value, responsive, responsible Service Provider be determined. The City's determination in this matter shall be the sole and binding determination. The City may require additional information from Prospective Service Providers before making a determination for award. Any Prospective Service Provider who fails to provide such requested information within the time period stipulated by the City shall be eliminated from award consideration.

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.

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.

Upon submission, any and all responses and supportive / accompanying materials become the property of the City of East Point, Georgia, and are subject to disclosure as required under applicable Federal and state Freedom of Information Acts.

Any actual or Prospective Service Provider, Bidder, Offeror, Contractor or Subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a contract shall protest to the Contracts and Procurement Department. Protestors are urged to seek resolution of their complaints initially with the purchasing agent. A protest with respect to an Invitation for Bids or Request for Proposals must be submitted to the Contracts and Procurement Department in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstances after five (5) calendar days of notification of award of the contract.

The City Manager's decision in regards to a protest shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the Prospective Service Provider, Bidder, Offeror, Contractor or Subcontractor mails or otherwise delivers a written appeal to the City Council of commences an action in a court of competent jurisdiction.

Any and all Selected Service Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of Part 2, Chapter 4, Ethics Policy of the Code of Ordinances of the City of East Point, Georgia. Full text of this ordinance may be obtained from the City Clerk's Office by telephoning 404.270.7090 or on-line by visiting <http://www.municode.com/>. The City's Code of Ordinances may also be found on the City's web site under the Quick Links heading "City Ordinances Online".

SERVICE PROVIDER'S CONTACT SHEET
RFP No. 2007-1320
ANNUAL CONTRACT FOR COLLECTION AGENCY SERVICES

The below signed hereby agrees to furnish the goods and/or services at the terms stated in the attached proposal, subject to all instructions, conditions, specifications, addenda and et cetera pertaining to the aforementioned RFP at the price(s) contained herein. I hereby attest I have read the RFP documents, including all attachments, drawings and specifications, and fully understand the City's requirements and needs. I understand that the price(s) I have provided herein are to be all-inclusive, and represent a completed project as specified in the RFP documents. I certify that I am duly authorized to provide this solicitation response and contractually bind my firm.

Company: _____

Address: _____

Address: _____

City / State / Zip: _____

Name: _____

Title: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Today's Date: _____

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 proposal in the manner stated above or failure to enclosed any requested documentation may result in the disqualification of your proposal.