

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE

BID #

DATE:

DATE OF BID OPENING:

TIME OF BID OPENING:

AGENCY: NEW HAMPSHIRE DEPARTMENT OF REVENUE

BIDDER: _____
PLEASE TYPE OR PRINT BUSINESS NAME

ADDRESS: _____

CITY / STATE: _____

BY: _____
TYPE OR PRINT AUTHORIZED NAME

ZIP: _____

BY: _____
AUTHORIZED SIGNATURE

PHONE: _____

FAX: _____

EMAIL: _____

State of New Hampshire
Department of Revenue
109 Pleasant Street
Concord, NH 03301

Date: 09/18/2014
Bid No.: DRA 2015-01
Date of Bid Opening: 10/02/2014
Time of Bid Opening: 2:00pm

PLEASE DIRECT ANY QUESTIONS REGARDING THIS PROPOSAL TO: **Philip E Lawrence**
TEL NO. 603-230-5910 FAX 603-230-5946

BID INVITATION FOR:

**Department of Revenue Administration
Out-of -State Debt Collection Services**

Unless specifically deleted by the Department of Revenue, the following General Terms and Conditions apply to this Proposal and any resulting Contract.

**GENERAL TERMS AND CONDITIONS
FOR SERVICES**

NATURE OF PROPOSAL AND ELIGIBILITY TO BID. The proposal is submitted in accordance with Chapter 21-I and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid proposal may be withdrawn is solely at the discretion of the Director of Plant and Property Management. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five days of the date of the bid opening, and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

Proposals may be issued only by the Division of Plant and Property Management to authorized Vendors and are not transferable.

BIDS. Bids must be received at the Division of Plant and Property Management before the date and time specified for the opening. Bids must be made on the official bid proposal and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Exercise Tax and no charge for handling. Bids that are not complete or unsigned will not be considered.

Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS: Vendors must bid as specified. Any proposed changes must be detailed in writing and received at the Division of Plant and Property Management at least five (5) days prior to bid opening. Vendors shall be notified in writing if any changes to bid specifications are made. Verbal agreements or instructions from any source are not authorized.

AWARD: The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the proposal. Unless otherwise noted in the proposal, the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension the unit price will prevail.

When identical low bids are received with respect to price, award will be made by drawn lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

INVOICING. All invoices must be in triplicate showing Contract Number, Unit and Extension Prices and discounts allowed.

PATENT INFRINGEMENT. Any bidder who has reason to believe that any other bidder will violate a patent should such bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The contractor/Vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which affect the price of services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. The Division of Plant and Property Management, as the delegated enforcement agency of RSA 21-I:14, VIII for the Commissioner's Office, shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the standards set forth in Attachment O, Circular No. A-102, paragraphs 7,8 and 9 of the Federal Procurement Standards.

TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

SPECIFICATION COMPLIANCE. The Vendor may be required to supply proof of compliance with the bid specifications. When requested, the Vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the Vendor.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

Bidder: _____

Address: _____

Tel. #. _____

By: _____

**THIS BID MUST BE SIGNED BY A PERSON
AUTHORIZED TO LEGALLY BIND THE BIDDER**

TYPE OR PRINT NAME

BID INVITATION FOR A CONTRACT FOR:

Out-of-State Debt Collection Services

BIDDERS RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Provide a written bid encompassing all requirements contained in this invitation. Complete the company information on the “General Conditions and Instructions” page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://admin.state.nh.us/purchasing/index2.asp>

It is a prospective bidder’s responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the bidder’s responsibility to access our website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective bidder to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective bidder’s responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

GOVERNING TERMS AND CONDITIONS:

A responding bid that has been completed and signed by your representative will constitute your company’s acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that any terms and/or conditions that may be or have been submitted by the bidder are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

PURPOSE:

The purpose of this bid invitation is to establish a contract, under the authority of RSA 21-J:3, XXVII with the New Hampshire Department of Revenue Administration (DRA). DRA is soliciting proposals from *qualified entities* to work with the DRA Collection Division to perform First Placement Out-of-State debt collection services. It is the DRA’s intention to award one contract as a result of this RFB; however, the DRA reserves the right to award no contracts, at its sole discretion. Any contract awarded is intended to supplement, not supplant, the overall collection efforts of the DRA.

The DRA has the responsibility of administering sixteen different taxes. Although most taxpayers voluntarily comply with New Hampshire State tax law, a small percentage does not. The DRA assesses tax liabilities against those who fail to comply. If not resolved, collection of these liabilities becomes the responsibility of the DRA Collection Division.

Currently, the DRA has over \$9,088,960 in outstanding debt owed by taxpayers across 46 states and Canada. Of this debt, \$5,938,893 is assigned or pending assignment to collection agencies currently under contract.. These debts are for various tax liabilities, interest, and penalties that are owed to the State of New Hampshire. The details of these debts will be provided as part of the contract award, subject to the confidentiality requirements of RSA 21-J:14.

In accordance with the terms of this contract, the Out-of-State debt collection services shall, upon request, perform services of collection, skip tracing, asset location and, where necessary, related legal services concerning the collection of any debt as authorized and referred by the DRA. Details will be provided at the referral of a case. The Vendor will be required to acknowledge that the details of the debts and case referrals are confidential. If the DRA discloses any confidential information to the Vendor during the course of the Vendor performing its services hereunder, then Vendor shall take all reasonable precautions to maintain the confidentiality of such confidential information. The Vendor shall be legally bound by RSA-21-J: 14. All Vendor personnel performing services under this contract shall be knowledgeable of NHRSA21-J: 14. The Vendor shall employ all collection activities necessary to collect accounts referred to the Vendor by the DRA up to and including litigation.

CONTRACT TERM:

The term of the contract shall be a period of one year as provided in Exhibit “A.”

BIDDER CERTIFICATIONS:

All bidders shall certify the following:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION** Bidders must have completed a Vendor Application and Alternate W-9 Form that must be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Vendor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION** A bid award, in the form of a purchase order or contract, will **only** be awarded to a Vendor who is currently registered to do business and in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>

SPECIFICATION COMPLIANCE:

All Bidders shall meet or exceed the required specifications provided in Exhibit “D.” The State of New Hampshire, Department of Revenue Administration shall have sole discretion in determining what meets or exceeds the required specifications.

CHANGES:

Any requested changes to this bid invitation by the Bidder must be received in writing at the Department of Revenue on or before 4:30 PM on the fifth business day prior to the date of the bid opening.

ABILITY TO PROVIDE:

Successful bidder must be capable of performing all requirements listed in this bid invitation and any resulting contract without any delay or substitution.

AUDITS AND ACCOUNTING:

The successful bidder shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidders shall be required to provide a complete and accurate accounting of all collection accounts and account activities.

CONTRACT AWARD:

If an award is made, it will be to the Bidder(s) that provide(s) a bid that best indicates a high probability of success with the lowest cost. Indicators shall include lowest bid cost, experience in collection activities, and the breadth of representation among the states targeted for collection activity. The contract award will be effective with the approval of the Governor and Executive Council.

EXHIBIT "A"

COMMENCEMENT AND COMPLETION OF SERVICES

Upon selection of a successful bidder (hereinafter called the "Vendor"), the term of the contract shall commence upon the date of Governor and Executive Council approval of the contract and shall terminate one year from the date of approval, unless terminated earlier. The DRA shall have the right to terminate the contract at any time by giving the Vendor a thirty (30) day written notice.

The contract may be extended for subsequent one-year periods under the same terms, conditions, and pricing structure upon the mutual agreement between the Vendor and with the approval of the Commissioner of the Department of Revenue Administration or designee, and not to exceed a total of five (5) years.

Individual accounts for which no collection activity is possible, or all available collection methods have been exhausted, may be returned with prior approval of the DRA. For these accounts, the Vendor shall not be entitled to payment beyond fees previously retained for any partial debt recovery that may have occurred.

EXHIBIT "B"

PRICE AND METHOD OF PAYMENT

BID PRICES:

Special charges, surcharges, or processing charges of any kind by whatever name may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

The DRA will not be responsible for fees for checks returned for non-sufficient funds. Fees shall be proposed as percentages of gross amounts actually collected by the Vendor. As full or partial collection amounts are recovered by the Vendor, said amounts shall be remitted to the DRA, minus the agreed-upon commission fee, by the fifteenth day of the month for the previous month's activity. Each remittance shall include a statement for the commission fee retained. Each remittance shall be accompanied by a dated report which identifies each collection account included in the remittance, shall state: (1) the name of the taxpayer-debtor; (2) the name from whom the amount was collected; (3) the amount collected; (4) the amount remitted; and (5) the unpaid balance of the collection account or other identifying number or related information.

EXHIBIT "C"

ADDITIONAL PROVISIONS

Authority: The work to be performed shall be carried out in cooperation and under the direction of the DRA. The business roles of the DRA and the Vendor shall be that of client and attorney, respectively.

Referral of an Account: The Vendor agrees that all case referrals by the DRA to the Vendor shall remain the Vendor's responsibility unless specifically removed from the case in writing by the DRA or until the Vendor determines that they are unable to collect. This condition shall remain in effect during the term of the contract; however, all casework shall be done in accordance with the terms, conditions, and provisions of this agreement.

Acknowledge Receipt of an Account: The Vendor agrees to acknowledge each account placed by the DRA within 30 days.

Documentation: The Vendor shall furnish the DRA with copies of any judgment(s), copies of any statement(s) of costs filed, any transcript(s) of judgment debtor examinations or post-judgment interrogatories or deposition transcript(s) and other legal pleadings. Other material, reports and correspondence prepared under this agreement shall be available upon the DRA's request or as agreed to.

Scope of Collection Activity: The Vendor shall perform all aspects of collection, including without limitation asset investigation, skip tracing, and debtor negotiation, as needed to successfully resolve each account that has been referred. The Vendor must have access to the latest skip tracing methods and must demonstrate a progressive degree of effort on smaller dollar amounts as well as larger dollar amounts.

Status Reports: The Vendor shall provide the DRA with monthly reports reflecting the status of all accounts referred to the Vendor. In addition, the Vendor shall notify the DRA of any significant event pertaining to an account within 48 hours of the event's occurrence.

Procedures and Controls for Confidentiality: The Vendor shall be legally bound by RSA-21-J:14 and shall establish and maintain procedures and controls acceptable to the DRA to ensure full compliance with the confidentiality requirements of RSA 21-J:14.

Conflicts of Interest: At the time the DRA refers an account to the Vendor, the Vendor shall advise the DRA of any perceived conflict and whether the conflict is remote or disqualifying. The Vendor may decline to accept the referral of any account that the Vendor believes to be a disqualifying conflict of interest.

Confidential Communications: Communications between the Vendor and the DRA shall be that of attorney and client and, therefore, shall be confidential and shall have all privileges and immunities afforded to such communication. Except as required by law, no confidential communication shall be disclosed to any public agency, insurance company, rating organization, contractor, vendor or other entity or individual without the prior consent of the DRA.

Debtor Communications: The Vendor shall respond to all requests and inquiries from taxpayer-debtors in a courteous and professional manner within five (5) business days. The Vendor shall ensure that the debtor understands that collection is on behalf of the State of NH DRA.

Separate Records: The Vendor shall maintain books and records sufficient to track and audit its collection activities on behalf of the DRA. Upon at least 3 business days notice, the Vendor shall permit DRA auditors full access to Vendor's facilities and books and records to ensure compliance with the terms of this Agreement and all applicable laws, rules, and regulations.

Collection Remittance and Statements: The Vendor shall remit collected funds with statements to the DRA in a format currently in use by DRA each calendar month or upon collecting a cumulative total of \$10,000, whichever shall occur first. The statements shall include a breakdown of amounts collected, including Tax period, Tax type, collection fees, tax, interest, penalties and bank or lien fees, to facilitate automatic posting of the remittance.

Clearance of Debtor's Payment: The Vendor agrees that all payments received by negotiable instruments must be deposited and held by the Vendor until the payment has cleared. The Vendor shall not endorse any check as paid in full or provide the debtor a receipt as paid-in-full without verifying the current unpaid balance with the DRA.

Previously Placed Accounts: Some accounts may have been previously placed with a collection agency. The Vendor may tier its bid based upon previous placement of the account if desired.

Delinquent Accounts: The Vendor agrees to accrue interest, penalties and attorney fees or other additional charges on delinquent accounts in accordance with statute and as specified by the DRA when accounts are referred or as additional charges accrue.

Compromise or Settle Account: The Vendor shall not compromise or settle any account without the approval of the DRA. Unauthorized compromise or settlement by the Vendor of any account for less than the entire amount due, accrued interest, penalties, attorney fees, other costs or applicable charges will render the Vendor liable.

Individual Debtor Status Report: The Vendor will furnish individual account status reports within 3 business days of a request from the DRA. Status reports shall include the debtor name, account number, initial amount of the debt, amount of payments to date, present balance and status of the account.

Primary Placement Period: The Vendor agrees to facilitate second placement of all accounts placed one year from placement unless the retention of a specific account is approved by the agency in advance.

Review and Audit of Accounts: The DRA shall have the right to review or audit particular accounts with the Vendor at any time during regular business hours of the Vendor.

Applicable Laws and Regulations: The Vendor agrees to become familiar with and abide by all applicable State and/or Federal statutes and /or regulations and the DRA policies and procedures governing accounts and the collections of accounts.

Suspension of an Account: The Vendor shall agree to suspend action, either temporarily or permanently, on any account upon receipt of notification by the DRA.

Reduced or Canceled Accounts: In the event an account is reduced or canceled by the DRA, no collection fee shall be due to the Vendor for the amount of the reduction or cancellation.

Governor and Executive Council Approval: Vendor contracts shall be approved by the Governor and Executive Council.

EXHIBIT "D"

VENDOR SPECIFICATIONS:

Minimally, the DRA requires the following from a Vendor:

1. The Vendor shall be able to collect debts on behalf of the DRA in every state .
2. The Vendor shall possess errors and omissions and malpractice insurance and shall indemnify the DRA and hold the DRA harmless for Vendor collection activities, including all legal activities.
3. The Vendor shall have sufficient personnel available to proceed promptly and simultaneously for the collection of all collection items for the contracted services.
4. The Vendor's personnel shall be trained, qualified, and experienced to use acknowledged best practices to service the State's placement using ethical procedures to yield the highest return
5. The Vendor's personnel shall be knowledgeable of NH RSA 21-J:14,V(f) and shall read, sign, and be bound by the DRA Confidentiality of Information Policy.
6. The Vendor shall have sufficient financial capacity, working capital, and other financial, technical and management resources to perform the contract.
7. The Vendor shall commit to a maximum 60-day startup after execution of the contract.
8. The Vendor shall provide monthly reports detailing placement and recovery by month placed as well as recovery by period collected.
9. The Vendor shall provide a status report listing accounts under payment arrangement, legal accounts and exhausted accounts.
10. The Vendor must be able to accept an existing data transfer format and provide a secure FTP site for all data exchange.
11. The Vendor shall employ IT staff with the skill and experience to support the data exchange requirements of the contract.
12. The Vendor shall have established collection procedures providing for escalating Debtor contacts.
13. The Vendor shall be able to maintain all funds in a depository within the State and transfer money electronically to the DRA Treasury.
14. The Vendor shall be certified for information security by an acceptable accreditation source.
15. The Vendor shall submit documentation to support its conformity to these specifications.

REFERENCES

References: Provide a list of three references. Reference information should include the following: Client Name, Street Address, City, State, Zip Code, Contact Information, Title, Contact Phone Number and Contact E-Mail Address.

Company Name: Street Address City, State, Zip Contact Name Phone Number Email Address
Company Name: Street Address City, State, Zip Contact Name Phone Number Email Address
Company Name: Street Address City, State, Zip Contact Name Phone Number Email Address

BIDDER CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Contact Person	Local Telephone Number	Toll Free Telephone Number
Fax Number	E-mail Address	Company Website

BID RESULTS:

Bid results may be viewed on our web site at: <http://admin.state.nh.us/purchasing/index2.asp>. Bid results will be posted to the Bureau of Purchase and Property web site once an award is made public. Bid results will not be given by telephone.

Note: To be considered, bid must be signed on the front cover sheet in the space provided.