



City of Norwich

Norwich Public Utilities
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706

Fax: (860)823-3812

E-mail: whathaway@cityofnorwich.org

REQUEST FOR PROPOSAL

RFP No.: 19-06

Due Date and Time: February 5, 2019 at 2:00 P.M.

Title: Collection of Delinquent Accounts

Special Instructions: Requests for Information regarding this Request for Proposals must be submitted in writing no later than **February 5, 2019 at 2:00 P.M.** and must be directed to William R. Hathaway, Purchasing Agent, 100 Broadway, Room 105 Norwich, CT 06360, or by e-mail to whathaway@cityofnorwich.org, or by fax to (860) 823-3812

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No: 19-06

Not to be opened until **February 5, 2019** at 2:00 P.M.

Return Proposals to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431



CITY OF NORWICH, CONNECTICUT

PLEASE RETURN THIS FORM IMMEDIATELY!

Acknowledgement: Receipt of RFP Documents

RFP No.: 19-06

Title: Collection of Delinquent Accounts

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 01/22/2019

Date Documents Received: _____ / _____ / _____

Do you plan to submit a response? _____ Yes _____ No

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP



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Request for Proposal

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed proposals for the **Collection of Delinquent Accounts** until 2:00 P.M. prevailing time on **February 5, 2019** at which time they will be publicly opened and read aloud. All proposals are to be delivered to William R. Hathaway, Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360.

Copies of the Proposal Documents may be downloaded from the following websites:

<http://www.norwichct.org>

<http://das.ct.gov>

Questions regarding this request for proposal must be submitted in writing no later than **January 29, 2019** at 12:00 P.M. and be directed to William R. Hathaway, Purchasing Agent, 100 Broadway, Room 105, Norwich, CT 06360, or by e-mail to whathaway@cityofnorwich.org or by fax to (860)823-3812.

Norwich Public Utilities reserves the right to accept or reject any and all responses, in whole or in part, to waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of Norwich Public Utilities will be served.

All proposers must submit an original and one (1) copy of their proposal in a sealed envelope bearing the responder's name and the RFP number.

Responders must ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such bidder that such disability prevents performance of the work involved.

City of Norwich Connecticut

Department of Finance/Purchasing
100 Broadway, Room 105
Norwich, CT 06360-4431

Telephone Number:
(860)823-3706

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<http://www.norwichct.org>



Standard Proposal and Contract Terms and Conditions

All Requests for Proposals issued by the City of Norwich ("City") will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposals.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Proposals

1. Proposals must be submitted on forms supplied by the City Purchasing Department. Telephone, facsimile and e-mail Proposals will not be accepted in response to a Request for Proposals.
2. Proposers shall bear any and all costs associated with response to this invitation to Proposal, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Proposals are to be opened is given in each Proposal issued. Proposals received after the specified time and date of Proposal opening given in each Proposal shall not be considered. **Proposal envelopes must clearly indicate the Proposal number** as well as the date and time of the opening of the Proposal. The name and address of the Proposers shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:
<http://www.norwichct.org>
<http://das.ct.gov>
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Proposal forms may result in the rejection of The Proposal. Amendments to Proposals received by the City after the time specified for opening of Proposals, shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. All Proposals shall be signed by a person duly authorized to sign Proposals on behalf of the Proposers. Unsigned Proposals shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be

initialed by the person signing the Proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Proposal for those items erased, altered or corrected and not initialed.

7. The City of Norwich reserves the right to accept or reject any and all Proposal responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Proposal to the City or its subcontractor or supplier.

8. Conditional Proposals are subject to rejection in whole or in part. A conditional Proposal is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Proposals.

9. Alternate Proposals will not be considered, unless specifically authorized in the invitation to Proposal. An alternate Proposal is defined as one which is submitted in addition to the Proposers primary response to the invitation for Proposals.

10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Proposal, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Proposal prices.

12. By its submission the Proposers represents that the Proposal is not made in connection with any other Proposers submitting a Proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.

13. All Proposals will be opened and read publicly and upon Award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Proposal opening are generally not available until a contract has been formally awarded.

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14. Proposal and or performance bonds may be required, if Specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial General liability insurance to protect it from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate

Products or Completed Operations: \$1,000,000 each occurrence; \$2,000,000 aggregate

Professional Liability (Errors and Omissions): \$2,000,000 each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property): \$1,000,000 combined single limit for each accident

Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Proposal. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

Umbrella/Excess Liability: \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage.

The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

All insurance required hereunder (except Workers' Compensation and Professional Liability) shall contain waivers of subrogation in favor of the City, its employees, agents and elected or appointed officers. The insurance required hereunder shall be primary insurance, not excess or contributory, without any right of contribution by any insurance maintained by or on behalf of the City.

Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

Samples

16. Accepted Proposal samples do not supersede Specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Proposal sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any Proposers in default of any prior contract or guilty of misrepresentation or any Proposers with a member of its firm in default or guilty of misrepresentation.

Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, the vendor awarded the contractor shall agree that any taxes, landfill fees or special assessments due from the vendor to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor for the performance of work or the furnishing of services and/or materials or equipment under said contract.

20. Any person or vendor performing work or furnishing services, materials, or equipment to the City, or any department, board or agency thereof, shall, as a condition of doing such, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person or vendor for the performance of such work or the furnishing of services or materials or equipment.

Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation



Standard Proposal and Contract Terms and Conditions

without the prior written consent of the Purchasing Department.

23. Proposers have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Proposers.

24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

25. The Proposers hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents and servants, or of the Proposers or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Proposers or any participant or spectator or anyone directly or indirectly employed or working for the Proposers while engaged in the activity in the City of Norwich.

26. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to

reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.

27. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

28. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Proposal specifications.

29. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Proposal specifications.

30. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

33. All data collected by the contractor relative to the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor. The City of Norwich has sole and exclusive right and title to all printed material produced for the City, and the contractor shall not copyright any printed matter produced under the contract.



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34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Collection of Delinquent Accounts

Introduction

Norwich Public Utilities (NPU) is the city-owned provider of electricity, natural gas, water and wastewater service for Norwich. NPU serves approximately 25,000 residences and businesses as well as the surrounding towns of Lisbon, Franklin, Bozrah, Lebanon, Preston, Montville and Sprague.

Objective

NPU seeks proposals from an attorney or legal firm to provide legal support for the collection of delinquent balances on active accounts protected from termination by medical certification. The attorney or legal firm must be registered in good standing and licensed to practice law in the State of Connecticut. Currently there are approximately 300 accounts with a total outstanding balance in excess of three million dollars (\$3M). Respondents will propose fees for services to be provided, stated as a percentage of amounts collected. Costs will be paid upfront and billed to NPU.

Term

The initial contract period shall be for two years from the start date of the contract. Subsequent renewals, at the option of Norwich Public Utilities, may be available for two (2) additional two year terms. Total contract period, including options for renewals, shall not exceed six (6) years.

Scope of Services

The successful applicant will be expected to perform the services detailed below:

- Attempt to collect on delinquent accounts assigned by NPU, utilizing payment arrangements when possible
- Recommend accounts for litigation and litigate, following NPU approval of accounts not making payment or arrangements, to obtain judgement including court costs, marshal's fees and necessary expenses paid upfront by the attorney and billed to NPU
- Pursue recovery on judgements
- Represent NPU as to any special defense, affirmative claims or counterclaims filed or claimed by debtors
- Distribute quarterly reports on activity

Proposal Requirements

1. Corporate Organization – Describe the firm structure, ownership, size, licensure, and history of your firm, including the location of the office where the majority of work will be performed, the location of corporate headquarters, number of years in business

2. Identification of Subconsultants (if any) – Include the name, address, and nature of any proposed subconsultants, including a description of any prior affiliation.
3. Resumes of Project Team Members – Please include only those resumes of staff that are likely to work on this project.
4. Demonstration of Ability to Complete the Project – Describe the firm’s ability to perform the services as reflected by current workload and the availability of adequate personnel, equipment and facilities to perform the service expeditiously.
5. Detailed project approach and proposed scope of services sufficient to demonstrate a sound understanding of the project and required elements for its successful completion.
6. Description of Relevant Experience – Include projects that are similar to those being requested. For each project, include the name of the organization for which the work was performed; contact name, address, and telephone number; contract fee; date the project was completed; a description of the services performed; quantifiable results achieved.
7. Other information that the Consultant believes conveys their qualifications and experience.
8. Fee proposal- percentage of amounts collected.

Proposal Evaluation

- Although price will be a factor in the proposal evaluation, the Proposer’s response to the proposal requirements will be of equal importance.
- Discussions may be conducted with Proposers to ensure their understanding of the proposal requirements and to determine acceptability of their proposal.

REQUEST FOR PROPOSAL
NORWICH PUBLIC UTILITIES
NORWICH, CONNECTICUT

COLLECTION OF DELINQUENT ACCOUNTS

The proposer agrees to provide legal support for the collection of delinquent balances on active accounts protected from termination by medical certification in accordance with the scope of services listed in **RFP 19-06**.

FEE _____%

Respectfully submitted:

Name and Title (in cursive)

Name and Title (printed)

Business Address

Telephone Number

Fax No.

Email Address

(Seal – if bid is by a corporation)

Non-Collusion Affidavit

State of _____)
)
County of _____)

_____, being first duly sworn, deposes and says that:

1. (Individual's Name) He/she is _____ of _____

(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)
herein after referred to as the "Proposer" that has submitted the attached bid;
2. He/she is fully informed respecting the preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham bid, in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20_____.

_____ My Commission expires on _____

Notary Public