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**REQUEST FOR PROPOSALS**  
**CREDIT COLLECTION SERVICES**

**THIS IS NOT AN OFFER**

**RELEASE DATE: July 24, 2010**

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The Ketchikan Gateway Borough (Borough) is soliciting sealed proposals from professional collection service agencies to provide Collection Enforcement services under contract with the Ketchikan Gateway Borough to facilitate payments on delinquent accounts owed to the Borough.

To receive the Request for Proposals (RFP) contact: 907-228-6637, Office of the Borough Manager, Ketchikan Gateway Borough, 1900 First Avenue, Suite 210, Ketchikan, Alaska 99901. Requests for the RFP may be faxed to 907-228-6684 or emailed to [debbyo@kgbak.us](mailto:debbyo@kgbak.us). The RFP will also be posted on the Borough's website, [www.kgbak.us](http://www.kgbak.us). Even though the RFP documents are provided online, each company must register with the Borough by sending an email to: [debbyo@kgbak.us](mailto:debbyo@kgbak.us). **Proposals from unregistered respondents will not be accepted.** The required email must include the: company name, address, telephone number, and fax number. No faxed or oral proposals will be allowed.

Proposal Submission Deadline: To be considered, a complete sealed proposal package in the format requested **must be received at the Office of the Borough Clerk, 1900 First Avenue, Suite 115, Ketchikan, Alaska 99901 by 3 p.m. local time, August 9, 2010.**



Dan Bockhorst  
Borough Manager

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## CREDIT COLLECTION SERVICES

### SECTION 1. SELECTION SCHEDULE

The following is the anticipated schedule for the contractor selection process. All dates are approximate and contingent upon the completion of previous activities.

Request for Proposals Issued:	July 24, 2010
Deadline for Questions Regarding RFP	August 2, 2010, 3:00 pm
Deadline for Registration for RFP	August 2, 2010, 3:00 pm
<u>Proposals Due:</u>	<b><u>August 9, 2010, 3:00 pm</u></b>
Proposal Review:	August 12, 2010
Interviews ( <i>If held</i> ):	August 12, 2010
Notice of Intent to Award:	August 13, 2010
Deadline for Appeal of Proposed Award:	August 20, 2010, 5:00 pm
Approval of Contract Award by Assembly:	September 7, 2010

### SECTION 2. PROJECT OVERVIEW

- A. Goals for the Project.** The purpose of this RFP is to solicit proposals from professional collection service agencies to provide Collection Enforcement services under contract with the Ketchikan Gateway Borough to facilitate payments on delinquent accounts owed to the Borough.
- B. Project Approach.** The Borough is customer service oriented and respects all its citizens. The Borough firmly believes in a positive approach in dealing with debtors. The Contractor shall not use tactics which may be interpreted as harassment or as demeaning or which may reflect poorly on the Borough's efforts. The Borough will review and disallow any collection enforcement procedures not consistent with the Borough's desires. However, this shall not be construed as the Borough making a judgment on the legality of methods employed by the Contractor. The Borough requires the Collection Contractor to exercise high ethical standards in their collection philosophy and techniques. The Contractor shall conduct its collection business in a professional manner, which will preserve the dignity of the Borough and its relationship with its citizens. The Contractor shall assign a specific point of contact for communications between the Ketchikan Gateway Borough and the Contractor.
- C. Prospective Respondents Must Register.** All individuals and firms who plan to submit a proposal must first be registered with the Borough by sending an email to the office below stating the company name, address, telephone number, and fax number. The email must be sent to:

Ketchikan Gateway Borough Procurement Officer  
Debby Otte  
907-228-6637, Fax 907-228-6684  
Email: [debbyo@kqbak.us](mailto:debbyo@kqbak.us)

- D. Registration Deadline.** Registration for the RFP must occur on or prior to the Deadline for Questions Regarding RFP noted in Section 1 of this RFP.

### SECTION 3. SELECTION PROCESS

Responsive proposals received in response to this RFP will be reviewed by a Proposal Review Team (PRT) appointed by the Borough Manager. The top-ranked respondents may be short listed. The PRT may, at its discretion, decide to interview the short-listed firms. The PRT will present its rankings of the respondents to the Borough Manager for consideration. After reviewing the PRT's recommendations and the KGB's financial resources, the Borough Manager will present a recommendation to the Borough Assembly for its consideration. Final action will be solely at the discretion of the Borough Assembly.

The selection process must comply with procurement requirements of the Borough to ensure fair and open competition. The selection will be made on the basis of qualifications. The Borough reserves the right to cancel this procurement effort and will not reimburse respondents for any costs of preparation or submission of proposals.

### SECTION 4. DEFINITIONS

"Addendum" – Written clarification of revision to this RFP issued by the Ketchikan Gateway Borough.

"Amendment" – A change in scope of work to be performed by the Contractor. An amendment is not effective until it is signed by the Ketchikan Gateway Borough,

"Proposer: - An individual or business entity submitting a proposal in response to this RFP.

"Contract"- This RFP, any Addendum to this RFP, and the proposer's proposal submitted in response to this RFP and the Ketchikan Gateway Borough's contract term sheet.

"Contractor" – The Contractor is the proposer awarded a contract.

"Creaming"- A practice in the receivables collection industry in which receivables collectors expend the majority of their time and effort in the collection of the receivables which may be more easily and readily collectible, to the exclusion of receivables which, may be viewed as more difficult or time consuming to collect.

"Legal" – refers to accounts referred to the agency's attorney for litigation.

"Referral" – The account is being referred to a collection agency for the first time.

"Request for Proposal (RFP)" – This document, which establishes the proposal and contract requirements and solicits proposals to meet the purchase needs as identified herein.

## SECTION 5. SCOPE OF WORK

### A. General.

The Borough is requesting proposals from qualified individuals, firms or team of professionals to provide Collection Enforcement services under contract to facilitate payments on delinquent accounts owed to the Borough.

The Collection Contractor shall exercise its best, prudent and lawful efforts to secure collections on all accounts referred by the Borough. All collection activities shall be in compliance with all Federal and Alaska State laws including those set forth in Legal Requirements of this section below, and any applicable laws the Borough may enact. The **Contractor** shall not initiate any legal action against debtors without the prior written consent of the Ketchikan Gateway Borough Attorney's Office.

If the Contractor discovers a financial institution account, source of employment or other attachable asset relating to an account assigned to the Contractor, the Contractor shall bring such information to the attention of the Ketchikan Gateway Borough within 5 working days.

The Contractor must work all cases that are referred for collection, and shall not perform the practice of "Creaming" while performing the required services.

The Contractor must be knowledgeable of, and comply with, the Fair Debt Collection Practices Act- (FDCPA). <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre27.pdf>

**B. Description of Accounts.** The following provides a description of the type of accounts presently being referred for collection services. This is not a complete list and the Borough may refer other accounts for collection services as deemed necessary.

If payment is not received on an invoice by the due date (normally within 30 days of the invoice date), delinquency notices are produced 1 time per month up to 90 days delinquent, then remitted for collection.

The following is brief description of major accounts processed by Borough action beyond the delinquency notices.

Citations – Citations for parking and expired license tags in the Borough's parking lots.

Airport - Landing fees due, building space rent, and all other miscellaneous charges associated with the airport.

Utility Accounts - including Sludge, Water, Sewer, plus any other past due utility accounts.

Transit – NSF checks for the purchase of bus passes.

Parks Department - Past due rent fees.

Ambulance Fees- Any and all ambulance service fees.

Real Property and Business Personal Property Tax - Any and all past due accounts associated with Business Personal Property Tax and mobile homes (MBH) billed for annual taxes due.

Miscellaneous Billings - All past due accounts associated with all other billing accounts.

Boat Tax - Any past due accounts associated with Boat Tax billed for annual taxes due.

North Tongass Fire/ EMS - Any and all past due accounts associated with North Tongass Fire/EMS Service Area annual billings.

Non-Sufficient Funds (NSF) Checks: All the NSF checks received by the Borough will be forwarded for collection. A \$25.00 NSF charge is added to the principal amount in accordance with Borough ordinance.

- C. Records.** The Contractor shall maintain a complete, separate and detailed record of each account (using the Borough's account or citation number), including all collection actions taken for related transactions, and communications, for a period of no less than six years after termination of collection action on each account. Inspections by the Borough, or its authorized representative, of these records during reasonable business hours shall be granted by the Contractor up to six years after the termination of the contract for services.

The Contractor shall have and maintain a disaster recovery plan to protect receivables and the confidentiality of the information contained therein. The Contractor shall propose an off-site storage location and plan for backing up data daily.

- D. Performance Indicators (PI).** The Contractor shall forward performance indicators to the Borough that reflect all collection activities, as well as statistics that support a recovery rate percentage which is to be agreed upon. Performance indicators shall be presented by account type. The Performance Indicators shall also include a comparison of account activity and recovery rates for similar governmental clients.
- E. Confidentiality.** The Contractor shall maintain the confidentiality of all documents and information provided to the Contractor by the Borough pursuant to this agreement, except as to disclosure required by State and Federal laws and regulations.
- F. Nature of Referral.** The Contractor shall not have full rights to the accounts and shall only be able to pursue collections on behalf of the Borough. The Borough will make every effort to provide all pertinent information to the Contractor through the account referral data.

The Borough shall provide copies of documentation as required by the Contractor to respond to debtors' requests. The Contractor acknowledges the staff support

difficulties of the Borough and agrees to facilitate a procedure which accommodates the Borough's schedule.

For other Borough accounts, which are centrally administered by the Finance Department, the 30 day pre-referral notice language is included in the last delinquency notice issued and mailed through the Borough's Accounts Receivable system.

The Borough may, at its sole option, send the 30-day pre-referral notice on selected delinquent accounts.

**G. Account Referral, Cancellation, Withdrawal, Suspension, & Adjustment**

- 1. Account Referral.** The Borough will transfer updated information on a monthly basis by written documentation. The Borough will not refer delinquent accounts until they have exceeded the \$10.00 minimum.

The amount listed for collection will reflect the past due balance and applicable interest penalties. Each account shall include, but is not limited to name, address, residence and Client Reference Number.

The **Contractor** shall generate a Notice-of Default for each new case listed, with language notifying the debtor that on-going monthly delinquencies shall continue to be transferred from the Borough to the Contractor. New monthly delinquencies will transfer to the Contractor and be matched to the existing case. No other debtor notice shall be necessary for monthly balance updates.

Payment arrangements will be for the past due balance in full or a minimum payment of \$75.00. The Contractor may not set payment arrangements at less than the minimum established by the Borough, Failure to keep payment arrangements may result in garnishment or wage assignment, if assets are located, once the entire balance of the delinquent account has been referred.

- 2. Uncollected, Cancelled, or Withdrawn Accounts.** The Contractor shall return accounts as uncollectible either at the request of the Borough or when collection authority expires.

Once an account is cancelled and returned to the Borough, the Contractor is not entitled to any payment for that account. The Contractor may collect on the account if given specific permission from the Borough,

The Contractor agrees to return to the Ketchikan Gateway Borough accounts referred in error at no charge to the Borough.

The Contractor shall suspend collection activity and/or return the account at no charge, if requested.

Upon written notification and at any time, any or all of the accounts assigned to the Contractor may be withdrawn / cancelled by the Borough. However, for accounts withdrawn that have been with the contractor less than six (6) months, any payment

received within thirty (30) days after the date of notification of withdrawal by either the Contractor or the Borough for such accounts, shall be subject to the collection fee.

- 3. Suspension.** The Contractor will remove and / or suspend any collection action within one (1) business day of receipt, in writing, of a notice of removal or suspension from the Borough. Acceptable forms of communication include, but are not limited to letters, facsimile documents, and email contact with receipt verification. Accounts suspended over one (1) month will be returned to the Borough. Accounts in legal processing are not to be removed from collections unless a detailed explanation by the Contractor is submitted to the Borough for approval (for audit purposes).

The Contractor may remove or suspend an account with the approval of the Borough as long as there is sufficient documentation provided to support a request for write-off.

- 4. Adjustments:** Upon request by the Borough, account balances (principal portion only) assigned by the Borough can be adjusted.

**H. Payments and Offsets**

**1. Collection Fee and Interest assessed.**

Interest on accounts for penalties, fines, bail forfeitures, fees and costs shall accrue at the rate of twelve percent per annum upon assignment to collections from the Borough and only while in active collection status. All interest collected will be paid by the Contractor to the Borough.

The Contractor shall not be permitted to accept any compromise of more than 5% of the total bill without prior written approval of the Ketchikan Gateway Borough. The Contractor shall be required to furnish, with any proposal for a compromise settlement, a review of the relevant facts and the Contractor’s recommendations.

**Example:**

<b>Accounts Paid in Full:</b>	
Amount owed to the Borough	\$ 100
Contractor fee (assume 20%)	\$ 20
<b>Total amount collected</b>	<b>\$ 120</b>
Contractor remits to the Borough	\$ 100
Contractor retains	\$ 20
<b>Partial Payments:</b>	
Amount owed to the Borough	\$ 100
Contractor fee (assume 20%)	\$ 20
<b>Total amount due</b>	<b>\$ 120</b>
<b>Partial payment collected</b>	<b>\$ 90</b>
<b>Contractor remits to the Borough (100/120*90)</b>	<b>\$ 75</b>
<b>Contractor retains (20/120*90)</b>	<b>\$ 15</b>

In cases where accounts assigned to the Contractor are based upon estimated amounts or subject to an offset and the Borough adjusts those accounts to a lesser amount, the fee will be based upon the lesser amount. Further, if an account is reduced to "0" or cancelled by the adjustment, no fee will be due to the Contractor.

Any amounts received by the Contractor that are in excess of that which is due and payable are overpayments and shall be returned to the customer (Contractor's client) in full with an explanation that the amount is an overpayment. The Contractor shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.

The Borough reserves the right on behalf of its agencies to offset refunds or other credits due the debtor against any account assigned to the contractor, reducing the account balance. In the event an account is reduced or canceled by such credits, no collection fee will be due the contractor for the amount so reduced or canceled.

- 2. NSF Check Collection.** Contractor is authorized to assess the legal handling fee for NSF check collection. If a debt is collected after fifteen (15) days from notice of dishonor, in addition to the agreed-upon reasonable handling fee, the Contractor is authorized to add the cost of the collection, which will not exceed twenty-five dollars or the face amount of the check, whichever is less.

A reasonable handling fee will be determined by the Contract Administrator and will only be changed at the time of contract extension at the Contract Administrator's option. The handling fee will be a conservative reflection of the typical handling fee in the marketplace. The handling fee will not exceed \$30.00, or the dollar amount listed with the most current Alaska State Statute.

For all legal actions, damages will be awarded as authorized (currently \$300.00 or three times the face amount of the check, whichever is less), by award of the court only. This is in addition to any handling and collection fees.

The Contractor agrees to suspend action, either temporarily or permanently, on any NSF account, upon notification of a request from the Borough to suspend action. Accounts suspended over six (6) months will be returned to the Borough.

NSF checks referred will not generally be returned to the Borough unless specifically requested. However, after a minimum of six (6) months, the Borough may ask for NSF accounts to be returned. If special circumstances exist, the Borough may ask for individual NSF accounts to be returned earlier.

The Borough reserves the right to offset refunds or other credits due the debtor against any NSF account assigned to the Contractor, reducing the account balance. In the event an account is reduced or canceled by such credits, no collection fee will be due the Contractor for the amount so reduced or canceled

- 3. Contractor Fees/Costs.** For all accounts referred by the Borough, unless otherwise instructed by the Borough, the Contractor fee shall be added by the Contractor to the

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principal amount of the debt, collected by the Contractor from the debtor, and deducted by the Contractor prior to remitting the principal amount to the Borough, as presently authorized by state law.

Should there be changes in laws or Borough policies which prescribe/allow a different method for recovering collection Contractor fees, the Contractor shall modify its methods accordingly, upon instruction from the Borough.

- I. Remittance.** The Contractor shall submit a written report detailing any collections made on all department accounts to the Borough on a monthly basis.

For payments received from debtors in the form of personal or business checks within the State of Alaska on all accounts, the Contractor may hold same for 14 working days as a guarantee of sufficient funds, prior to crediting the Borough (21 days for out-of-Alaska checks). However, upon presentation of proof by the debtor to the collection Contractor or to the Borough that the check has cleared the bank, the Contractor shall be required to remit the held funds to the Borough immediately. The Contractor will receive direction for said transfers from the Borough's Collection Office. In the event that the Contractor receives payment from a debtor who owes money to other parties not related to the Borough, the Contractor shall pay the Borough first, unless specifically directed otherwise by the debtor. In the specific situations where legal action is pursued (i.e., suits and garnishments), the Contractor may apply collection proceeds to recover related direct out-of-pocket costs by prorating the proceeds between the principal and the Contractor's collection fee.

- J. Time Payments.** The Borough requires the Contractor to allow for time payment agreements in its collection procedures and place this statement on all collection notices. The substance of these policies must meet the Borough's standards and approval as far as scope and time frame.

The minimum time payment may be arranged in the amount of \$75.00 or more provided the debtor provides the Contractor with good cause, and it is agreed upon by the Borough. Such request by debtor must be in writing. Payment plans can be arranged with a monthly minimum payment of \$75 due on an agreed-upon date and the payment plans should not extend past six months. Debtors' refusal to provide information requested by the Contractor shall be put in the account memos and made available to the Contractor and Borough.

- K. Disputed Accounts.** The Contractor shall accept and process all written disputes in compliance with all Federal and State Statutes, and Borough policy. The Borough will work with the Contractor to validate the debt. A Proposer's response shall include the Contractor's description of their dispute resolution process.

The Borough requires that twenty-four hours after an account is entered into the Contractor's database, a validation notice will be sent to the debtor. Unless the Contractor is notified (in writing) within 30 days after receipt or mailing date of the notice that the claim is being disputed, it will assume the debt is valid and pursue active collections.

If disputed and the debtor does not respond to any communications regarding their claimed dispute for 30 days, and payment is not received within the same 30 days, the account will be reported to all three credit bureaus.

In total, the Contractor will work a disputed account for (60) sixty days prior to reporting it to all three credit bureaus.

- L. System Capabilities/Reporting.** The Revenue section of the Finance Department is the Borough work unit responsible for centrally administering the Borough's collection program. The Contractor shall direct all written communications and reports to the Finance Department Revenue section.

The Contractor shall utilize a comprehensive computerized system to manage and account for actions taken on the accounts referred by the Borough. The Contractor shall have the computer capability to support automated account referrals (e.g. Excel extracts), or submit the hard copy documents via us postal service, and shall also have the capability to report on the current status of these referred accounts.

- M. Reporting:** The Contractor shall have a comprehensive computerized system to report account status, collection statistics and other information as required by the Borough on a monthly, quarterly, and annual basis and additional reports that may be required by the Borough. The Contractor shall maintain confidentiality of all documents and information provided to the Contractor by the Borough pursuant to this agreement, except as to disclosure required by State and Federal Laws and regulations. Provided below is the minimum program reporting that will be required. The Contractor shall be flexible in accommodating program changes as required by the Borough.

***Listed below are the reports the Borough will require in both detail and summary. Each report shall have numbered pages, and will be made available in hard copy and/or electronic format:***

- 1 Cash Activity Report.** The report tracks each Borough Department's weekly, MTD, QTD, YTD and Years' Prior total dollars collected, commission collected, dollars retained by the Borough, and total direct payments.
- 2. Monthly, Quarterly, Annual Referral Report.** The report tracks by Borough Department the number of accounts and dollars referred into active collection.
- 3. Monthly Transaction Journal.** The report tracks all postings on a daily basis to any Ketchikan Gateway Borough Account. Each posting tracks dollars allocated to principal, commission, interest, legal costs or fees, NSF checks, or re-posting due to error.
- 4. Monthly Suit and Garnishment Report.** The report tracks new suits and garnishments requested during the month and all garnishments or legal fines paid in full during the month.

- 5. Monthly Aged Trial Balance Report - Consolidated by Client Reference Number.** The report tracks the current account balance, amount collected on each account during the previous month and to-date, and the age of each account since referral.
- 6. Monthly, Annual & Inception-To-Date History Analysis Report - Client Reference Number.** The report is a batch track report of total number, dollars assigned, collected, paid in full, canceled and remaining open each month since program inception.
- 7. Monthly Client Index Report.** This report tracks account status at the individual account level. The report shall include the debtor's name, case number or account number, agency number, date assigned, amount assigned, amount collected, balance, amount paid and account status. The report shall also include a recap of account status by group. Detail shall include number of accounts in anyone status, dollars assigned, dollars collected, balance due, dollars collected, and current account status.
- 8. Monthly Exclusion Report.** This report tracks accounts with any of these status changes during the previous month; canceled, deceased or statutes of limitations has been exhausted. The detail is to reflect the debtor's name, the court case number, the date assigned, the amount assigned, new account status.
- 9. Monthly Interest Retained Report.** This report tracks the amount of interest deposited for the previous month by each Agency
- 10. Account Acknowledgment.** This report is due within one week of receiving accounts for placement into active collection. The detail for each batch of accounts referred shall include; the name of the referring Ketchikan Gateway Borough department, type of debt reported, the name of each debtor, the client reference number, the total dollars referred, Department account number, total number of accounts referred, and total dollars listed.
- 11. Quarterly Remittance Statements.** This report tracks dollars transmitted to the Borough on a quarterly basis with the following detail: the Borough department's name, the debtor's name, the date of payment, the account number, gross dollars collected, the Borough's fee, the Contractor's fee, the remaining balance, the total amount of the check to the Borough. Borough remittance statements will also include interest retained.
- 12. Monthly Cancellation Report.** These reports track account status. The report shall segregate between Borough and Contractor cancellations. The detail shall include: the debtor's name, the date of payment, the Borough account/case number, Department identifier, gross dollars collected, dollars retained by the Borough, the Contractor's fee and the remaining balance.
- 13. Monthly Bankruptcy Report.** This report tracks the delinquent accounts and status of accounts that are in bankruptcy. The detail shall include: the debtor's name, the date of payment, the Borough account/case number, Department identifier, total dollars collected, dollars deposited to Borough, the Contractor's fee and the remaining balance. The report shall be listed by Client Number (Department or court accounts).

- 14. Quarterly Legal Action Report to PAO.** This report shall list actions initiated by the Contractor to reduce any debt of more than \$5,000 to judgment. This list shall include the type of debt, the judgment debtor and the total amount of the judgment. The report shall also identify the total number of actions initiated by the Contractor to reduce any debt of less than \$5,000 to judgment.
- 15. Comprehensive Reconciliation Report, Client Number:** This report tracks for each Client Number the amounts assigned, number of accounts assigned, amounts collected, number of accounts collected, and the breakdown of fees and interest collected.

Reports relating to monthly, quarterly and annual statistics shall be received no more than **seven working days** after completion of the appropriate period. Reports must be system generated and are acceptable in electronic and hard copy form. Report information required shall include, but not be limited to, the following:

*Debtor's Name*  
*Contractor's client #*  
*Borough's customer Account #*  
*Date Paid*  
*Amount Paid*

- N. Reporting to Credit Bureau, Disputed Accounts.** The Contractor shall work the account for (60) sixty days prior to reporting all uncollected accounts to the major credit bureau(s). Such reporting must be in accordance with all applicable Federal and Alaska State laws including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulation Z and the Consumer Credit Protection Act, as now in effect or hereafter amended. In addition, at the request of the Borough, the Contractor is required to remove notification from all affected bureaus and provide a copy of that notification to the Borough on any particular account.

***In accordance with the Fair Credit Reporting Act, the Borough requires that accounts be canceled with each credit bureau upon request by the Borough.***

- O. Bankruptcy, Garnishments, Legal Suits.** The Contractor is responsible for initiating legal action to reduce to judgment any debt owed the Borough. After all efforts of the collection process have been exhausted, accounts with judgments may be subject to garnishment. Once garnishment begins, these accounts will not be removed from collections. The Contractor pre-pays all legal costs for each account, a minimum of \$150 per account. If at any time in the collection process the Borough cancels the debt, the Contractor may charge the Borough these costs. Since these accounts are filed with the court they should not be removed from collections unless the debt is not valid.

The Contractor shall not represent The Ketchikan Gateway Borough in any Bankruptcy matter. The Contractor shall suspend collection activity and/or return the account to the Borough at no charge.

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On a Quarterly basis, the Contractor shall provide the Ketchikan Gateway Borough Attorney a list of actions initiated to reduce any debt of more than \$5,000 to judgment. The list shall include the type of debt, the judgment debtor and the total amount of the judgment.

Initial Legal Action by Contractor (filing of a lawsuit for assigned non-judgment account, or filing of a first garnishment) will be undertaken only after permission is obtained from Ketchikan Gateway Borough.

**P. Procedures for Initial Legal Action**

**1. Approval of Initial Legal Action**

Initial Legal Action requests shall be submitted for approval to Senior Management of the Contractor.

**2. Upon approval by Contractor management.**

- a. In the case of a lawsuit, Contractor will submit a "Referral and Certification of Debt" (Borough required form) to the Borough. If approved, the Borough will sign the Referral and return it with any requested documentation. If not approved, the Borough will notify Contractor that the requested action has not been approved and the reason therefore.
- b. In the case of an initial garnishment on a referred judgment, the Contractor will notify the Borough and seek written approval. The Contractor will then initiate the garnishment in the name of the Ketchikan Gateway Borough.

**2. Form of Pleadings.**

- a. Ketchikan Gateway Borough's name shall be used as Plaintiff, and Contractor may be listed as "referee."

**3. Process of Garnishment and Legal Payments.**

- a. Garnishment will proceed according to normal rules and time frames.
- b. If the Garnishee Defendant remits payment directly to the Contractor, the Contractor shall apply funds and proceed according to its contract provisions as to remittance.
- c. The Contractor may first apply collection proceeds to recover related out-of-pocket legal costs. Where partial payments are involved, the Contractor may prorate the proceeds between the principal and the collection Contractor fee.
- d. Upon full payment of the judgment and garnishment costs, the Contractor shall prepare a satisfaction of judgment for the garnishment case number so that the Borough may close its file.

**Q. Personnel.** The Borough is committed to ensure proper handling of all accounts and dealings with its customers, and therefore, will play an active role in the collection enforcement process.

In performing the scope of services, the Contractor shall utilize properly trained staff and adequate facilities capable of properly and expeditiously pursuing all Borough accounts referred. The Borough requires that the Contractor assign a Ketchikan

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Gateway Borough service manager to this contract that shall be responsible for the local collection staff and overall performance of the Contractor. Contractor shall not reassign the Ketchikan Gateway Borough Service Manager without agreement by the Borough. The Contractor shall retain on file a record indicating that all Contractor collection personnel have read and understand all provisions of the Fair Debt Collection Practices Act and any other laws regulating their activities, as now in effect or hereafter amended.

- R. Legal Requirements.** The Contractor shall handle and process all accounts referred by the Borough in strict conformity with all applicable Federal and Alaska State laws, and any applicable laws the Borough may enact, including but not limited to:

Federal laws enacted or hereinafter amended governing collection agencies and practices, including but not limited to, the "Fair Debt Collection Practices Act" (15 U.S.C. 1692 et seq.), and all applicable laws and regulations of the United States Postal Service and the Federal Trade Commission.

- S. Volume.** The accounts referred will consist of fines, fees, civil penalties, restitution, abatement costs, past due accounts, and NSF Checks. In 2008, it is estimated the Borough referred to collection approximately 600 accounts amounting to \$175,000. Ketchikan Gateway Borough anticipates an increase in the volume for future accounts.

The Contractor shall state any restrictions, such as minimum dollar amount per account referred, maximum age of accounts accepted, and types of accounts not accepted in their proposal.

- T. Subcontractors.** The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of Ketchikan Gateway Borough. Said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any assignment. Any request by the Contractor must be pre-approved in writing by Ketchikan Gateway Borough thirty (30) days prior to the date of any assignment. Any assignment or use of a subcontractor shall be required to have the same computer system as the Contractor and the Borough computer systems, and must have the capability to interface with the Borough Collection Enforcement Office to verify any outstanding account or debt.

- U. Beneficiaries to Contract.** This Agreement is entered into for the benefit of Ketchikan Gateway Borough and Contractor, and no other parties are entitled to enforce its terms. No third-party beneficiaries are intended to be created hereunder, and no other party can derive any benefit or right here from.

- V. Site Visits.** Ketchikan Gateway Borough may at any time visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable Ketchikan Gateway Borough to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by Ketchikan Gateway Borough during such visits.

**W. Maintenance of Records - Audit**

1. The **Contractor** shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the Borough to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the Borough for inspection, copying, and auditing upon request.
2. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination
3. The Contractor shall provide access to its facilities, including those of any sub-Contractor, to the Borough, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The Borough will give advance notice to the Contractor in the case of fiscal audits to be conducted by the Borough.
4. The Contractor agrees to cooperate with the Borough or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process.

**SECTION 6. SELECTION CRITERIA**

Qualifying proposals will be scored by the PRT members noted in Section 3.

The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

All evaluations will be based on the following criteria:

1. The degree to which the Collection Program as described in the RFP fits the specific requirements of the solicitation; 15%
2. Qualifications, education and experience of the individual, the firm and assigned staff members; 25%
3. Understanding of the project and its objectives. 15%
4. Availability of personnel and whatever else is necessary for the performance of the work; 10%
5. The methodology proposed; 10%
6. The cost of the services to be provided. 25%. Formula for converting cost to points is:

$$\left[ \frac{\text{Price of Lowest Cost Proposal}}{\text{Cost of Each Higher Priced Proposal}} \times \text{(Maximum Points for Cost)} \right]$$

(Cost of Each Higher Priced Proposal)

It is important that all proposals be organized, easy to read, succinct, and in the correct sequential format.

Ketchikan Gateway Borough, at its option, may elect to conduct interviews with all or a limited number of firms named "finalists" (based on scoring of the RFP responses). If interviews are conducted, they can be either telephonic or in-person. That decision would rest with the "finalist". Final award would then be based on the cumulative point total of the written evaluation and subsequent interview.

## SECTION 7. PROPOSAL CONTENT AND FORMAT

- A. General:** The Borough recognizes that respondents are likely to commit significant resources in preparation of their proposals. Further, it is in the Borough's best interest to have maximum competition among respondents in order that the Borough retains the most qualified respondent. As such, it is in the best interests of the Borough and each respondent to avoid any question whether the respondent's proposal is responsive to this RFP. Therefore, it is crucial that respondents thoroughly read this entire RFP and carefully follow all instructions.

It is not uncommon for a proposal to be deemed non-responsive by the Borough because of what some might consider are inconsequential errors or omissions by a respondent. For example, proposals have been rejected by the Borough because they were not sealed or properly marked on the outside as specified in the RFP. Respondents should assume that the form and content requirements of this RFP will be rigorously applied by the Borough in determining the responsiveness of proposals. A checklist is included in this RFP to help respondents avoid errors and omissions.

Respondents should also allow adequate time for mailing or special delivery of proposals to the Borough Clerk. It is not uncommon for one or more respondents to be disqualified in submitting proposals to the Borough because the proposals were not received in a timely manner. USPS mail and special deliveries to Ketchikan may be delayed because of weather or other circumstances.

Proposals must respond directly to the response format for this project listed below. Additional material (other than that requested below) is not required or desired. Clarity and brevity are encouraged. Limit submittals as follows:

One page is defined as one side of a standard 8½" by 11" sheet of paper. A limited number of larger sheets may be included if folded to the 8½" by 11" format. Small print should be avoided.

The following sections address the specific content expected for each portion of the proposal.

- B. Response Format:** The Proposer shall respond to this RFP by following the below sequential format. Responses shall be identified by category, and then numerically:

- 
1. **Background & History of Proposer:** This section requests specific information about the Proposer's operations.
    - a. Provide a two to three page "Executive Summary" of the proposal.
    - b. Provide general information on the Proposer which would be helpful for the Borough to obtain a good understanding of the Proposer's background and business operations. Include length of time in business, number of employees, location of headquarters, organizational structure, other site operations, etc.
    - c. Provide documentation certifying the Proposer is licensed to successfully perform collection services within the State of Alaska, Nationwide, and in Canada.
    - d. Provide documentation supporting the Proposer's current and future performance capabilities.
    - e. Provide documentation which demonstrates that the Proposer has technological capability and resources to perform the scope of services as delineated in this RFP, and the ability to provide services beginning no more than thirty days from the contract award date. The **Contractor** shall provide a detailed implementation plan.
    - f. Provide information on the type of computer system used to support the scope of services, including but not limited to, automated data transfers to support account referrals and reporting, and automated account status tracking, remote access, systems integration with Subcontractors and reporting. Review of this information by the Borough shall not be construed as acknowledgement of the adequacy of the **Contractor's** computer system. The **Contractor** shall be solely responsible for meeting the computer automation requirements as delineated in this contract.
    - g. Provide at least four (4) references (with contact names and addresses for **Borough verification**) of other governmental agencies or private companies for which services, similar to the complexity of services and volume of listings contemplated in this RFP, have been provided.
  
  2. **Collection Program:** This section requests specific information on how the Proposer shall implement the requirements of Section 5 - Scope of Services:
    - a. Collection Efforts: Given the "Description of Accounts" in Section 5 - B, Scope of Work, provide a complete, detailed description of the collection procedures and techniques that will be used for these accounts. This shall include a specific and detailed plan of the collection services to be offered, including the specific procedures to be employed, time frame of the various activities, and account referral procedures (including the handling of manual referrals).
    - b. Given the "Description of Accounts" in Section 5 - B, Scope of Work, provide your anticipated recovery at one year and at two year intervals from the date of program inception for these accounts. Base your recoveries given the figures listed under "Volume", Section II, T, Scope of Work.
    - c. Given the "Description of Accounts" in Section 5 - B, Scope of Work, clearly state the fee for each account or categories of accounts. The stated fee shall cover any and all costs incurred by the Contractor for the performance of comprehensive

collection services as contemplated in this contract, e.g., including skip trace costs. Ketchikan Gateway Borough shall pay no fee for accounts not collected.

- d. Given the "Description of Accounts" in Section 5 - B, Scope of Work, provide what you think are the industry standard rates of recovery for these accounts. Describe why you think your rate of recovery will be greater or lesser than the industry standard. Please provide the source document or origin of data for your submitted rates of recovery.
- e. Given the "Description of Accounts" in Section 5 - B, Scope of Work, for each account or categories of accounts, provide the Contractor fee that will be added by the Contractor to the principal amount of the debt, collected by the Contractor from the debtor, and deducted by the Contractor prior to remitting the principal amount to the Borough, as presently authorized by state law.
- f. Given the "Description of Accounts" in Section 5 - B, Scope of Work, provide information detailing your success in similar collection recoveries (i.e., recovery factors), and the associated time period that is required for such recoveries. The recovery factor shall be expressed by the following 4 criteria, state the time frame used in each statistic:
  - i. Total dollars collected to total dollars referred.
  - ii. Number of accounts fully collected to total accounts referred.
  - iii. Number of accounts partially collected to total accounts referred.
  - iv. Percentage of dollars for referred accounts within 30, 60, 90 days and beyond by year, for each contract.
- g. In response to Section 5 - C, "Records" in the Scope of Work, provide specific information on how the Proposer will implement and maintain records.
- h. In response to Section 5 - D, "Performance Indicators" in the Scope of Work, provide specific information on meeting these requirements set forth by the Borough.
- i. In response to Section 5 - F, "Nature of Referral" in the Scope of Work, provide specific information on the implementation, policy and procedure, and on-going process of the 30-day pre-referral notices.
- j. In response to Section 5 – G1, "Account Referral" in the Scope of Work, provide specific information on how the Proposer will implement the requirements of the Borough's referral methods (as it pertains to accepting active collection accounts).
- k. In response to Section 5 – G1, "Account Referral" in the Scope of Work, provide specific information on how the Proposer will implement, decipher, and process uncollected, canceled or withdrawn, suspended, and adjusted accounts.

- l.** In response to Section 5 - I, "Remittance" in the Scope of Work, provide specific information on how the Proposer will implement the requirements of the Borough's remittance methods (as it pertains to all Borough Departments).
- m.** In response to Section 5 - K, "Disputed Accounts" in the Scope of Work, provide specific information on the Proposer's handling of these accounts, and reporting these accounts to the credit bureaus.
- n.** In response to Section 5 - L, "System Capabilities/Reporting", describe your computer capabilities and ability to interface with present and changing Ketchikan Gateway Borough databases.
- o.** In response to Section 5 - L, "System Capabilities/Reporting", describe all essential systems that support the technical processes described in the RFP including:
  - I.** Description of the information and communication technology system's hardware;
  - II.** Description of the safeguards utilized to protect sensitive data;
  - III.** Description of the information technology's software and it's adaptability to Ketchikan Gateway Borough's Collection Program;
  - IV.** Description of the communications system proposed to be used by Ketchikan Gateway Borough to access cases in active collections;
  - V.** Description and credentials of the data processing personnel committed to the program; and
  - VI.** Description of operational plan for recovery from a major disaster.
- p.** In response to Section 5 - M, "Reporting" in the Scope of Work, provide specific information on reporting (provide copies of standard or proposed reports/formats).
- q.** In response to Section 5 - O, "Bankruptcy, Garnishments, Legal Suits" in the Scope of Work, provide an outline of procedures in garnishment of court proceedings; obtaining civil judgments; and filing for bankruptcies for both dischargeable and non-dischargeable debts. Provide information detailing your procedures for initial legal action, and past experiences with such legal matters on accounts.
- r.** In response to Section 5 - O, "Bankruptcy, Garnishments, Legal Suits" in the Scope of Work, provide a list of all court judgments entered in the last five years against the Contractor, Its parent or holding company, and/or its affiliated collection agencies, and the Contractor's officers or directors. The Contractor shall also identify and include all current lawsuits and the type of lawsuit (i.e., employment, claims under the Fair Debt Collection Practices Act) pending against the Contractor, Its parent or holding company, its affiliated collection agencies, and the Contractor's officer or directors. Only judgments and lawsuits that are related to the business and operations of the Contractor, its parent or holding company, its affiliated collection agencies, and officers or directors should be included.
- s.** In response to Section 5 - Q, "Personnel" in the Scope of Work, provide specific information on meeting the personnel needs required by the Borough.

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- t. In response to Section 5 - R, "Legal Requirements" In the Scope of Work, provide specific information on meeting such needs required by the Borough.
  - u. In response to Section 5 - T, "Subcontractors" In the Scope of Work, provide specific information on Implementing and maintaining such requirements set forth by the Borough.
  - v. Describe your internal control process to maintain confidentiality.
  - w. Proposer shall provide their (NAICS) North American Industry Classification Number. This will allow the Borough to compare Proposer to other similar agencies.
  - x. Provide specific details on how the Proposer will implement the transfer of ownership of accounts (if chosen as the final candidate).
3. **Financial Detail.** Provide specific information on how the Proposer will implement the requirements of Contractor fees/costs. Provide the proposed sliding fee schedule for non-court accounts if desired.

Provide a description of procedures for controlling the referral of accounts to other Correspondent Agencies including information on the methods employed by the Correspondent Agencies in the collection of accounts referred.

#### 4. **Proposal Documentation Forms**

To be considered, proposers must complete, sign and include the attached Proposal Documentation Forms with submitted proposals.

#### 5. **Price Proposal Data.**

Detailed proposed prices for the solicited services must be submitted. Failure to provide the price proposal data in the required format will be grounds to deem the proposal as non-responsive.

7. **Standard Forms.** Provide copies for review of Proposer's standard forms that are to be used.

## SECTION 8. SUBMITTALS

To be considered, all Proposals must be delivered to the address below, in the required format, on or before the deadline, and in the number of copies required.

### A. **Deadline**

All Proposals must be received no later than indicated in Section 1, Selection Schedule, of this RFP.

### B. **Deadline for Questions Regarding RFP**

Questions, objections, or protests relating to defects, errors, omissions regarding the project or this RFP should be submitted in writing no later than indicated in Section 1, Selection Schedule, of this RFP, to the contact below. Substantive issues raised in these inquiries will be addressed in a written addendum to the RFP.

Address questions to:

Ketchikan Gateway Borough Procurement Officer  
Debby Otte  
Telephone: 907-228-6637  
Fax: 907-228-6684  
E-mail: [debbyo@kgbak.us](mailto:debbyo@kgbak.us)

**C. Delivery Instructions**

Proposals must be received by the Borough Clerk by the deadline noted in Section 1 of this RFP at 1900 First Avenue, Suite 115, Ketchikan, AK 99901

1. The complete proposal (including copies) must be submitted in a sealed envelope or box clearly marked on the outside as follows:



2. A respondent's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.
3. Proposals submitted by fax will not be accepted.
4. Each proposal must include a price-proposal component that is signed and dated by the person who prepares it. If that person is not authorized to bind the respondent, the price-proposal component must also be signed by a person who is authorized to bind the respondent.

The price-proposal component must be enclosed in a separate sealed envelope placed within the outer sealed envelope or box containing all of the other proposal material. The envelope containing the price-proposal component must be clearly marked on the outside as follows:

**PRICE-PROPOSAL COMPONENT**  
**FROM [NAME OF RESPONDENT]**  
**CREDIT COLLECTION SERVICES**

- D. Required Number of Copies.** Each respondent must submit two copies of its complete proposal (including the separate price-proposal component) in writing. The proposals shall not be bound and should be on standard 8 ½ X 11 paper.

**SECTION 9. ADDITIONAL INFORMATION**

- A. Insurance.** During the entire period of the project or work, the **Contractor** shall provide the following types of insurance. All policies shall have a mandatory thirty-day cancellation clause.

1. Workers' compensation as required by law and employer's liability coverage at a minimum of \$1,000,000. The Workers' compensation policy shall include a Waiver of Subrogation in favor of the Ketchikan Gateway Borough.

The Borough shall be insured as additional insured on all insurance policies except professional liability policies.

2. Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.

- B. Licenses and Registration.** The successful respondent must have a current Alaska Business License or have the ability to obtain one prior to execution of the contract, and must be registered with the Ketchikan Gateway Borough's Revenue Office for tax purposes.

If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a corporate license) must be in responsible charge of the project.

- C. Postponement of Opening.** The Borough reserves the right to postpone the date and time for opening of proposals at any time prior to the time announced for opening of proposals in the advertisement.

- D. Rejection of Proposals.** All proposals received after the date and time set for receipt will be **REJECTED**.
- E. Addenda Acknowledgments.** Addenda may be acknowledged by written or facsimile notice to (907) 228-6697, provided such notice is received two (2) hours prior to the date and time set for receipt of proposals, and, provided further, a written confirmation of the acknowledgment is mailed or shipped via overnight services to the Borough prior to the proposal closing time.
- F. Modifications.** Price proposals may be modified by written or facsimile notice to (907) 228-6697, provided such modifications are received two (2) hours prior to the date and time set for receipt of proposals, and, provided further, a written confirmation of the modification is mailed or shipped via overnight service to the Borough prior to the proposal closing time. The modification should not reveal the proposal price, but should provide the addition or subtraction (or other modification) so that the final price or terms will not be known to the Borough until the sealed price proposal is opened.
- G. Withdrawal of Proposals.** Proposals may be withdrawn only by written or facsimile notice to (907) 228-6697, provided such notice is received two (2) hours prior to the date and time set for receipt of proposals, and, provided further, a written confirmation of the withdrawal is mailed or shipped via overnight service to the Borough prior to the proposal closing time. Notice of withdrawals received after the proposal opening will not be considered.

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**PROPOSAL CHECKLIST**  
(Must be included with all submitted proposals)

This Proposal Checklist is a summary of the forms and materials required as part of your proposal. You are urged to thoroughly read the entire RFP. You must complete the checklist to help ensure compliance with the submission requirements. This completed form must be included in the sealed proposal envelope.

**Place a check mark (✓) in the box next to each item when completed.**

**Procedural Qualifications**

- Respondents must be registered (company name, address, telephone fax numbers, and email address) with the Borough Procurement Officer as indicated in the RFP.
- Proposals must be received in the Office of the Borough Clerk no later than the date and time indicated in Section 5 of the RFP.

**Form and Content of Proposals**

- In order to be considered responsive, proposals must be in a sealed envelope or box clearly marked "**CREDIT COLLECTION SERVICES**" on the outside of the envelope or box.
- A total of two sets of the proposal must be submitted; and both of the two sets must be suitable for copying, specifically they are not to be bound.
- All pages, excluding non-applicable notary blocks, of the Proposal Documentation section of the RFP must be submitted with the proposal documents. (The proposal content and format requirements are set out in Section 6 of the RFP).
- Respondents must acknowledge the insurance requirements on the Proposal Documentation form by signing in the space provided.
- Respondents must acknowledge any Addenda issued on the Proposal Documentation form by signing in the space provided.
- Respondents must fill out Page 3 of the Proposal Documentation indicating the name(s) of any anticipated subcontractors for the proposed project. If the use of subcontractors is not anticipated, N/A or NONE is to be written on the form.
- Should the proposer have any deviations, modifications or proposed alternatives to the RFP, they must be indicated on Page 4 of the Proposal Documentation. If there are no exceptions to the RFP or any of the RFP's accompanying documents, N/A or NONE is to be written on the form.
- All proposers, other than individuals, must include evidence of authorization to sign on behalf of the corporation, partnership, limited liability company, or other organization.
- Proposals must respond directly to the evaluation criteria for this project set out in Section 4 of this RFP and must include the contents set out in Section 6. (Note: The determination whether a proposal responds directly to the evaluation criteria for this project will not be made by the Borough Clerk or her designee at the time of the opening of the proposals. Instead the Proposal Review Team or the Borough Manager will, during the proposal review process, determine whether each proposal responds directly to the evaluation criteria. Proposals that do not meet that requirement will be considered to be non-responsive.

**Completion of this checklist does not guarantee that a proposal will be considered to be responsive. The checklist is provided strictly as a courtesy to respondents.**

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**PROPOSAL DOCUMENTATION**

TO: The Ketchikan Gateway Borough, herein called the Borough:

1. Award of Project. The Borough shall have the right to reject this proposal and such proposal shall remain open and may not be withdrawn for a period of sixty (60) days after the date prescribed for its closing.
2. Notice of Acceptance. Notice of acceptance and award of the project or requests for additional information may be addressed to the undersigned Respondent at the business address, telephone number and/or email address set forth in this proposal.
3. Minimum Standards. The required work and/or specifications attached herein shall be considered as the minimum standards acceptable to the Borough. Any deviations, modifications, or alternatives proposed shall be specified and clarified by the respondent on the provided form as an EXCEPTION SUMMARY. Insufficient information pertaining to exceptions shall be at the respondent's risk and may result in rejection of the proposal.
4. Acknowledgment of Insurance Requirements.

I, \_\_\_\_\_, acknowledge the insurance requirements as stipulated in the RFP.

5. Respondent certification.

By signature on this proposal documentation, respondent does certify that he/she/they comply with:

- A. all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws;
- B. all terms and conditions set out in this RFP;
- C. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- D. that the offer will remain open and valid for at least 60 days from the closing date of the RFP.

6. Receipt of Addenda. Receipt of the following Addenda to the RFP Documents is hereby acknowledged.

<u>ADDENDA NO.</u>	<u>DATE OF RECEIPT OF ADDENDA</u>	<u>SIGNED ACKNOWLEDGMENT</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(Note: Failure to acknowledge receipt of any addenda will be considered an irregularity in the proposal and grounds for rejection.)

KETCHIKAN GATEWAY BOROUGH - RFP  
CREDIT COLLECTION SERVICES

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**RESPONDENT:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Alaska Business License No. \_\_\_\_\_

Company/Firm Name \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Business Address \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 2010.

Pursuant to and in compliance with the Request for Proposals, the undersigned respondent, being fully familiarized with all the terms of the specifications hereby proposes and agrees to deliver, within the time and in the manner stipulated in the proposal for the following:

**CREDIT COLLECTION SERVICES**

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Printed Name

***NOTE: If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of at least one officer authorized to sign contracts on behalf of the corporation; if Respondent is a partnership, the true name of the firm shall be set forth above together with a signature of the partner or partners authorized to sign contracts in behalf of the partnership, and if Respondent is an individual, the appropriate signature shall be placed above, along with any company name if different from that of the individual, as well as having the signature notarized..***

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**SUBCONTRACTORS:** The respondent may not subcontract greater than fifty percent (50%) of this project without prior written approval of the Borough. List all subcontractors who will be providing greater than five percent (5) of the project work and an approximate percentage of their individual participation by discipline.

**SUBCONTRACTORS:**

Company/Firm Name \_\_\_\_\_

Estimated percentage of subcontractor's participation by discipline \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Address \_\_\_\_\_

~~~~~  
Company/Firm Name \_\_\_\_\_

Estimated percentage of subcontractor's participation by discipline \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Address \_\_\_\_\_

~~~~~  
Company/Firm Name \_\_\_\_\_

Estimated percentage of subcontractor's participation by discipline \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Address \_\_\_\_\_

Feel free to use additional pages as necessary.











## **PRICE PROPOSAL**

The Borough reserves the right to make an award without negotiations. For this reason, all proposers shall submit their best price initially. The Borough also reserves the right to award a contract to that proposal which is determined to be in the Borough's best interest, with price and other factors considered.

A price proposal, in the required format, should be presented as an annual sum for services called for in this RFP.

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**PROFESSIONAL SERVICES AGREEMENT FOR  
CREDIT COLLECTION SERVICES**

**This Agreement** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **Ketchikan Gateway Borough**, hereinafter "**Borough**", a general law municipality and a Borough of the second class, whose address is: 1900 First Avenue, Suite 210, Ketchikan, Alaska 99901, and \*\*\*\*\*, whose address is \*\*\*\*\*, and licensed and qualified to do business within the State of Alaska, hereinafter called "**Contractor**"

1. **Engagement.** The **Borough** agrees to engage the **Contractor** to perform those services described below, for completion of the project described as CREDIT COLLECTION SERVICES.
2. **Services.** The **Contractor** warrants that it is qualified and properly licensed and agrees to perform certain services necessary for completion of the project, which services shall be set forth in Exhibit A.
3. **Relationship.** The **Contractor** is an independent contractor and is not to be considered an agent or employee of the **Borough**. The **Contractor** has no authority to bind the **Borough**.

**NOTE: THIS FORM OF AGREEMENT IS A STANDARD FORM USED BY THE BOROUGH FOR PROFESSIONAL SERVICES. IT IS RECOGNIZED THAT PARAGRAPHS 4 – 6, AND PERHAPS OTHER ELEMENTS OF THE AGREEMENT, WILL HAVE TO BE MODIFIED TO FIT THE TERMS OF THE PROPOSAL ACCEPTED BY THE BOROUGH.**

4. **Compensation.** As full compensation for the **Contractor's** professional services performed hereunder, the **Borough** shall pay the **Contractor** no more than \*\*\*\*\* Dollars (\$\*\*\*\*\*). All payments are subject to lawful appropriation. No additional compensation in excess of this amount may be claimed unless previously provided for by written amendment.
5. **Compensation for Additional Services.** In the event the **Borough** requires services in addition to those described in Paragraph 2, the **Contractor** shall be compensated at a negotiated rate for professional services, plus reimbursement of expenses.
6. **Method of Payment.** Payment requests shall follow the protocol listed below:
  - a. KGB refers the account to **Contractor**;
  - b. If, after the account is referred to the **Contractor**, a payment is made directly to the KGB, the **Contractor** is informed;
  - c. The **Contractor** would then send a invoice for the commission amount of the debt; and
  - d. If the customer pays the **Contractor** directly, the **Contractor** would issue a check to the **Borough** after subtracting the commission fee.
7. **Ownership.** All original documents, including but not limited to, tracings, plans, specifications, maps, reports, basic work notes, sketches, charts, computations, photographs and original negatives thereof, and all other data prepared, obtained or

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received by **Contractor**, in the performance of this agreement, shall be and become the sole and exclusive property of the **Borough**.

8. **Term.** The term of this Agreement shall commence on issuance of Notice to Proceed, at which time the **Contractor** shall begin work on the project and continue, subject to the termination provisions of Paragraph 10, for a three-(3-) year period until **June 30, 2013**.
9. **Renewal Option.** After the initial term of the contract (See Section 8), the Borough shall reserve the right to renew this agreement on an annual basis not to exceed a total of two (2) additional one-(1-) year extensions (2014 and 2015). The renewal option shall be solely at the discretion of the Borough.
10. **Termination.**
  - A. This Contract may be terminated by the Borough without cause, in whole or in part, upon providing the **Contractor** ten (10) calendar days' advance written notice of the termination.
    1. If the Contract is terminated pursuant to this Section 10, paragraph A:
      - a. the Borough will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
      - b. the **Contractor** shall be released from any obligation to provide further services pursuant to the Contract.
  - B. The Borough may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event:
    1. the **Contractor** materially breaches any duty, obligation, or services required pursuant to this Contract, or
    2. the duties, obligations, or services required herein become impossible, illegal, or not feasible.
    3. If the Contract is terminated by the Borough pursuant to this Subsection 10 (B), the **Contractor** shall be liable for damages, including any additional costs of procurement of similar services from another source.
  - C. If the termination results from acts or omissions of the **Contractor**, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the **Contractor** shall return to the Borough immediately any funds, misappropriated or unexpended, which have been paid to the **Contractor** by the Borough.
  - D. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the Borough may, upon written notice to the **Contractor**, immediately terminate this Contract in whole or in part. If the Contract is terminated pursuant to this Section 10, paragraph D:

1. the Borough will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
2. the **Contractor** shall be released from any obligation to provide further services pursuant to the Contract. Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the Borough Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

11. **Hold Harmless and Indemnify.**

A. The Borough assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the **Contractor**, its employees or others by reason of this Contract. The **Contractor** shall protect, indemnify and save harmless the Borough, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from:

1. the **Contractor's** failure to pay any such compensation, wages, benefits or taxes; and
2. the supplying to the **Contractor** of work, services, materials and/or supplies by **Contractor** employees or other suppliers in connection with the performance of this Contract.

B. The **Contractor** further agrees that it is financially responsible for and shall repay the Borough all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the **Contractor**, its officers, employees, agents and/or representatives. This duty to repay the Borough shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

C. The **Contractor** shall protect, defend, indemnify, and save harmless the Borough, [and the State of Alaska (when any funds for this Contract are provided by the State of Alaska)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the **Contractor**, its officers, employees, and/or agents. The **Contractor** agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the **Contractor** by mutual negotiation hereby waives, as respects the Borough only, any immunity that would otherwise be available against such

claims under the Industrial Insurance provisions. . In the event that Borough incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the **Contractor**. In addition Ketchikan Gateway Borough shall be entitled to recover from the **Contractor** fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

**12. Insurance.** During the entire period of the project or work, the **Contractor** shall provide the following types of insurance. All policies shall have a mandatory thirty (30) day cancellation clause.

**A.** Workers' compensation as required by law and employer's liability coverage at a minimum of \$1,000,000. The Workers' compensation policy shall include a Waiver of Subrogation in favor of the Ketchikan Gateway Borough.

The **Borough** shall be insured as additional insured on all insurance policies except professional liability policies.

**B.** Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate.

**C.** Professional liability insurance covering errors and omissions at \$1,000,000 per claim.

Such policies shall endorse Ketchikan Gateway Borough, and its appointed and elected officials, officers, agents and employees as additional insureds.

**13. Corrective Action.** If the Borough determines that a breach of contract has occurred, that is the **Contractor** has failed to comply with any terms or conditions of this Contract or the **Contractor** has failed to provide in any manner the work or services agreed to herein, and if the Borough deems said breach to warrant corrective action, the following sequential procedure will apply:

**A.** The Borough will notify the **Contractor** in writing of the nature of the breach;

**B.** The **Contractor** shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the **Contractor's** response; unless the Borough, at its sole

discretion, specifies in writing an extension in the number of days to complete the corrective actions;

- C. The Borough will notify the **Contractor** in writing of the Borough's determination as to the sufficiency of the **Contractor's** corrective action plan. The determination of sufficiency of the **Contractor's** corrective plan shall be at the sole discretion of the Borough;
  - D. In the event that the **Contractor** does not respond within the appropriate time with a corrective action plan, or the **Contractor's** corrective action plan is determined by the Borough to be insufficient, the Borough may commence termination of this Contract in whole or in part pursuant to Section IV.B;
  - E. In addition, the Borough may withhold any payment owed the **Contractor** or prohibit the **Contractor** from incurring additional obligations of funds until the Borough is satisfied that corrective action has been taken or completed; and
  - F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, S, C, and D.
14. **Non waiver.** No delay or omission of the right to exercise any power by the **Borough** shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by the **Borough** shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by the **Borough** to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
15. **Assignment / Sub-Contracting.**
- A. The **Contractor** shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the Borough. Said consent must be sought in writing by the **Contractor** not less than fifteen (15) calendar days prior to the date of any proposed assignment.
    - 1. "Subcontract" shall mean any agreement between the **Contractor** and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.
16. **Successor and Assigns.** Except as otherwise provided herein, the covenants, agreements, and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

17. **Time of the Essence.** Time is of the essence of each term, condition, covenant and provision of this agreement.
18. **Contract Documents.** The Contract, and the component parts of this Contract, entered into by the acceptance of the **Contractor's** Proposal and the signing of this Agreement consist of the following documents, all of which are component parts of said Contract and are as fully a part thereof as if herein set forth in full, and if not attached, as if attached hereto:
- A. This Agreement;
  - B. RFP for Credit Collection Services;
  - C. Proposal as accepted;
  - D. Notice to Proceed;
  - E. Written amendments, including Change Orders, if any, to this Agreement signed by both parties entered into after execution of this Agreement;
  - F. Certificate of Insurance; and
  - G. Change Order.
19. **Miscellaneous.**
- A. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement;
  - B. This agreement shall be modified only by a written agreement duly executed by the **Borough** and the **Contractor**;
  - C. The **Contractor** shall comply with all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws;
  - D. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect;
  - E. This agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Venue for any dispute shall be in the State Courts for the State of Alaska, First Judicial District, at Ketchikan; and,
- All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by given written notice to the other party.

KETCHIKAN GATEWAY BOROUGH - RFP  
CREDIT COLLECTION SERVICES

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\_\_\_\_\_  
Borough Manager  
Ketchikan Gateway Borough  
1900 First Avenue, Suite 210  
Ketchikan, Alaska 99901

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED:**

Dated: \_\_\_\_\_, 2010

**Contractor.**

By: \_\_\_\_\_  
Signature/Title

Dated: \_\_\_\_\_, 2010

**Ketchikan Gateway Borough**

By: \_\_\_\_\_  
\_\_\_\_\_, Borough Manager

KETCHIKAN GATEWAY BOROUGH - RFP  
CREDIT COLLECTION SERVICES

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Attest:

By: \_\_\_\_\_  
Kacie Paxton  
Borough Clerk

Approved as to Form:

Certified Funds Available:

By: \_\_\_\_\_  
Scott A. Brandt-Erichsen  
Borough Attorney

By: \_\_\_\_\_  
Michael J. Houts  
Director of Finance

Account No.: \_\_\_\_\_

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**BOROUGH ACKNOWLEDGMENTS**

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ **Borough Manager** of the **Ketchikan Gateway Borough**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

**WITNESS** my hand and official seal the day and year in the certificate first above written.

(Seal)

\_\_\_\_\_  
**NOTARY PUBLIC FOR ALASKA**  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Kacie Paxton** to me known to be the **Borough Clerk** of the **Ketchikan Gateway Borough**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

**WITNESS** my hand and official seal the day and year in the certificate first above written.

(Seal)

\_\_\_\_\_  
**NOTARY PUBLIC FOR ALASKA**  
My Commission Expires: \_\_\_\_\_







**EXHIBIT A – SCOPE OF SERVICES**

**See RFP**

# CERTIFICATE OF INSURANCE

## EXAMPLE

<b>PRODUCER</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONTAINS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		COMPANIES AFFORDING COVERAGE			
		COMPANY A			
<b>INSURED</b>		COMPANY B			
		COMPANY C			
		COMPANY D			
<b>COVERAGE</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GEN LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS/CONTRACTORS PROT <input type="checkbox"/> _____ <input type="checkbox"/> _____				GENERAL AGGREGATES <b>\$ 2,000,000</b> PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY EACH OCCURRENCE <b>\$ 1,000,000</b> FIRE DAMAGE (Any one Fire) MED EXP (Any one person)
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT BODILY INJURY (Per accident) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____ <input type="checkbox"/> _____				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>  THE PROPRIETORS <input type="checkbox"/> INC PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> EXCL				AK WC STATUTORY LIMITS EL EACH ACCIDENT <b>\$ 1,000,000</b> EL DISEASE-POLICY LIMIT \$ EL DISEASE EA EMPLOYEE \$
	<b>OTHER</b> <b>Professional liability covering errors &amp; omissions</b>				<b>PER CLAIM</b> <b>\$ 1,000,000</b>
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
EFFECTIVE <b>XXXXXXXX</b> , THE KETCHIKAN GATEWAY BOROUGH IS SHOWN AS ADDITIONAL INSURED WITH ALL RIGHTS OF SUBROGATION WAIVED AGAINST THEM ON THE GENERAL LIABILITY, AUTO AND EXCESS LIABILITY POLICY <b>Credit Collection Services</b>					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
KETCHIKAN GATEWAY BOROUGH 1900 FIRST AVENUE KETCHIKAN, ALASKA 99901			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.		
			AUTHORIZED REPRESENTATIVE		

**KETCHIKAN GATEWAY BOROUGH**

**CHANGE ORDER NO. \_\_\_\_\_**

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PROJECT: CREDIT COLLECTION SERVICES

CONTRACT NO.: \_\_\_\_\_

Description of change:

\_\_\_\_\_  
\_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Previous Change Order Amount: \_\_\_\_\_

Amount this Change Order: \_\_\_\_\_

Revised Total Contract Amount: \_\_\_\_\_

Original Completion Date: \_\_\_\_\_

Previous Change Order Time Changes: \_\_\_\_\_

This Change Order Time Changes: \_\_\_\_\_

Completion Date with this C. O.: \_\_\_\_\_

ACCEPTED BY:

APPROVED BY:

\_\_\_\_\_  
Contractor

KETCHIKAN GATEWAY BOROUGH

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Borough Project Oversight:**

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kacie Paxton  
Borough Clerk

Approved as to Form:

By : \_\_\_\_\_  
Scott A. Brandt-Erichsen  
Borough Attorney

Certified Funds Available:

By: \_\_\_\_\_  
Michael J. Houts  
Finance Director





**LIMITED LIABILITY ACKNOWLEDGMENT** (If applicable)

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT )  
COUNTY OF \_\_\_\_\_ )

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by  
\_\_\_\_\_, member of \_\_\_\_\_, a/an \_\_\_\_  
\_\_\_\_\_(State) limited liability company.

(Seal)

\_\_\_\_\_  
**NOTARY PUBLIC FOR** \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT** (If applicable)

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT )  
COUNTY OF \_\_\_\_\_ )

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

**WITNESS** my hand and official seal the day and year in this certificate above written.

(Seal)

\_\_\_\_\_  
**NOTARY PUBLIC FOR** \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGMENT (If applicable)**

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT )  
COUNTY OF \_\_\_\_\_ )

**THIS IS TO CERTIFY** that on this \_\_\_ day of \_\_\_\_\_, 2010, before me, a notary public, personally appeared \_\_\_\_\_ known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

**WITNESS** my hand and official seal the day and year in this certificate above written.

(Seal)

\_\_\_\_\_  
**NOTARY PUBLIC FOR** \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_