

**Tax Collection Committee
Northampton Tax Collection District**

**Request for Proposals for
Administrative Director Services**

The Tax Collection Committee (“TCC”) for the Northampton Tax Collection District (“NTCD”) is requesting proposals for administrative director services. The TCC is organized and operated under Pennsylvania Act 32, as amended. The TCC is comprised of delegates from the political subdivisions (“PSDs”) in the NTCD levying local earned income tax. The PSDs currently consist of all the school districts and municipalities in Northampton County, Pennsylvania, except North Catasauqua, Walnutport, and Riegelsville, but including the Borough of Fountain Hill.

The TCC is actively searching for a business firm or sole proprietor to provide part-time Administrative Director services on an independent contractor basis.

The position workload, on average, is 80-100 hours per year, with duties including but not limited to TCC meeting preparation and attendance, serving as Secretary and Right to Know Officer for the TCC, taking minutes, record management, preparation and distribution of correspondence and required notices, response to Right to Know requests, relationship management, contract management and negotiation, and interactions with the NTCD Tax Officer, currently Keystone Collections Group, TCC Officers, municipal representatives, the TCC solicitor, and on occasions, citizens of the county. The administrative director also assists with organizing and facilitating tax appeals proceedings, and works with coordinating audits, legal, insurance, and other professional services as needed by the TCC. The successful firm or individual shall be familiar with Pennsylvania Act 32 (regulating the administration, collection and distribution of local earned income tax), general state law applicable to local government agencies such as the Sunshine Act, Right to Know Law, and State Ethics Act, contract management, and accounting practices, and shall possess the professional experience to help guide the TCC in decision-making, and administration of responsibilities. The successful firm shall be able to manage the TCC’s website by placing minutes, announcements, agendas, and other important information in accordance with laws and best practices. The Administrative Director will serve as an independent contractor and must carry proper liability and workers compensation insurance, as outlined in the RFP. For a copy of the RFP, please visit <https://www.northamptoncc.org/> or email jjfinnigan@msn.com. Responses are due to John J. Finnigan, Jr., TCC Chairman, via email at jjfinnigan@msn.com, no later than Friday, April 11, 2025, at 5:00 PM.

Advertise: Morning Call: March 25, 2025

**Northampton County Tax Collection Committee
Administrative Director
Request for Proposals**

Introduction

The Tax Collection Committee (“TCC”) for the Northampton Tax Collection District (“NTCD”) is requesting proposals for administrative director services. The TCC is organized and operated under Pennsylvania Act 32, as amended. The TCC is comprised of delegates from the political subdivisions (“PSDs”) in the NTCD levying local earned income tax. The PSDs currently consist of all the school districts and municipalities in Northampton County, Pennsylvania, except North Catasauqua, Walnutport, and Riegelsville, but including the Borough of Fountain Hill.

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About the Northampton County Tax Collection Committee

Welcome to the Northampton County Tax Collection Committee (TCC). We are the agency created under the requirements of Pennsylvania Act 32 of 2008. Act 32 of 2008 provided for a restructuring of the Earned Income Tax Collection System for Pennsylvania local governments and school districts. This legislation is one of the most significant pieces of local tax legislation that has been enacted in recent years. The Act provided for a three-year transition period and full

implementation by January 2012. It was critical that all those involved in the system actively participate and fulfill their various responsibilities. Our purpose is to oversee the administration, collection, and distribution of earned income tax in the Northampton Tax Collection District (TCD). In accordance with Act 32, the TCC appointed Keystone Collections Group (“Keystone”) as the Tax Officer for the TCC, in order to perform tax administration, collection and distribution services for the TCC and entered into a written contract with Keystone concerning its responsibilities and compensation. Keystone began its work in January 2012, the statutory-required commencement date for Act 32 programs. Keystone has collected all countywide earned income tax since this date. Periodically, the TCC obtains pricing for various firms and negotiates new rates and/or contract extensions with Keystone.

Background

Since its inception, the TCC has utilized a staff member of the Meyner Center at Lafayette College for administrative director services. That individual has also served as the TCC’s Secretary and Right to Know Officer. The TCC was informed in April 2023 that the Meyner Center will no longer be providing this service to the TCC. The Meyner Center has volunteered to serve in the role until a suitable replacement has been contracted.

For the first time since the inception of the TCC, we are in search of a new administrative director for the TCC. It is the intention of the TCC that the new administrative director will remain an independent contractor or independent firm and shall not be an employee of the TCC.

Position Overview / General Responsibilities

The Administrative Director of the Northampton County Tax Collection Committee shall be an independent contractor or independent firm. The TCC is actively searching for a business, corporation, or sole proprietor to serve as its next Administrative Director. The position workload, on average, is 80-100 hours per year, with duties including but not limited to TCC meeting preparation and attendance, serving as Secretary and Right to Know Officer for the TCC, taking minutes, record management, preparation and distribution of correspondence and required notices, response to Right to Know requests, relationship management, contract management and negotiation, and interactions with the NTCDD Tax Officer, currently Keystone Collections Group, TCC Officers, municipal representatives, the TCC solicitor, and on occasions, citizens of the county. The administrative director also assists with organizing and facilitating tax appeals proceedings, and works with coordinating audits, legal, insurance, and other professional services as needed by the TCC. The successful firm or individual shall be familiar with Pennsylvania Act 32 (regulating the administration, collection and distribution of local earned income tax), general state law applicable to local government agencies such as the Sunshine Act, Right to Know Law, and State Ethics Act, contract management, and accounting practices, and shall possess the professional experience to help guide the TCC in decision-making, and administration of responsibilities. The successful firm shall be able to manage the TCC’s website by placing minutes, announcements, agendas, and other important information in accordance with laws and

best practices. The Administrative Director will serve as an independent contractor and must carry proper liability and workers compensation insurance, as outlined in the RFP.

Board Governance

The TCC organized and operated in accordance with Act 32. The TCC has also adopted ByLaws and Rules and Regulations that govern its operations.

The TCC consists of delegates appointed by each of the PSDs in the NTCD. A PSD may also appoint an alternate delegate. An individual can serve as a delegate or alternate delegate for more than one PSD. The quorum requirement for a TCC meeting is determined based on the number of delegates or alternates present. Voting requirements depend on the subject matter of the vote, and may be based on weighted voting calculated in accordance with Act 32 and the TCC's Bylaws. The TCC delegates annually elect officers consisting of a chairperson, vice chair, secretary, and treasurer. The TCC also appoints a solicitor, an administrative director and a tax officer (Keystone).

The TCC meets no less than twice per year.

The current TCC Officers are:

- Chairman: John J. Finnigan, Jr.
- Vice Chair: Jennifer Smethers – Lower Mt. Bethel Township Manager
- Secretary: Nicole Beckett – Meyner Center
- Treasurer: Jennifer Smethers – Lower Mt. Bethel Township Manager

The Administrative Director works closely with the TCC Officer to accomplish the mission and goals of the TCC to ensure proper, efficient, and adequate collection of earned income taxes for all school districts and municipalities in Northampton County.

Scope of Administrative Director Services

- a. Serve as TCC Secretary and Right to Know Officer
- b. Meeting minutes
- c. Meeting Notices, and preparation of meeting materials such as agendas
- d. Maintain TCC records.
- e. Assist in the management and negotiation of the tax collection agreement between the TCC and the Tax Officer.
- f. Develop RFP's and oversee the selection process for TCC legal counsel, TCC auditor, TCC insurance agent, TCC financial institutions, and the Tax Officer.
- g. Obtain and monitor TCC insurance policies.

- h. Oversee TCC finances, including establishing and monitoring bank accounts, preparing and implementing an annual budget allocating TCC expenses, and interfacing with the TCC auditor.
- i. Ensure the TCC complies with applicable laws based on advice from the Solicitor as necessary or appropriate.
- j. Ensure the TCC complies with all PA DCED regulations.
- k. Furnish all information requested by DCED on the operation of the TCC.
- l. Oversee the Tax Appeal Board's operation when necessary.
- m. Monitor the activities of the TCC Tax Officer.
- n. Make recommendations to the TCC and Board on policies, long range plans, and other matters.
- o. Keep the TCC and Board fully informed as to TCC operations.
- p. Perform all other duties in the TCC job description for the Administrative Director, all duties generally incident to the office of Chief Operating Officer, and all other duties designated by the TCC and Board.
- q. Oversee all aspects of TCC operations.
- r. Serve as an advisory member of each sub-committee.
- s. Correspondence to PSDs, Weighted Vote Calculations, Weighted Assessment Calculations, Financial Interest Forms, Created Annual Assessment Invoices
- t. Right to Know Responses
- u. Sunshine Act Notices
- v. Website management

The time is split relatively even with the majority of the work taking place for meeting preparation, attendance. and financial items (audit/budget).

Administrative Director as Independent Contractor:

The Administrative Director shall not be an employee of the TCC and shall serve as a member of an independent firm or as an independent contractor.

As an independent contractor, work would be completed as follows:

- Independent contractors work when and where they choose as long as the work gets done by appropriate deadlines and attends appropriate meetings required by the TCC.
- The Independent contractor provides their own work tools. The contractor would need to have an office space, fixtures, furnishing and equipment, computer, with word processing programs, internet capability, including e-mail, telecommunication equipment, copy/scanning machine, telephone, paper, pens, pencils, storage and filing containers and other supplies and equipment necessary to perform the work. These tools will not be supplied by the TCC.

- The Independent contractor shall typically have a high degree of control over the details of their work progress and how to perform the work all without direction or control by the TCC.

Additional Knowledge and Skills

In addition to the skills, knowledge and abilities required to perform the duties above, the successful candidate shall preferably possess knowledge of Act 32, as amended, the Pennsylvania Tax Enabling Act generally, state laws generally applicable to Pennsylvania local agencies, and laws, rules, regulations, and courts decisions, laws pertaining to the collection of earned income tax.

The successful candidate shall also have the ability to update websites and utilize technology as needed to perform the duties of the role, including generating and sending reports, letters, and other necessary information.

Contract Terms

Interested applicants shall prepare a proposal for an initial 3-year contract. The proposal shall include prices per year. At the conclusion of the 3rd year of the proposal, the successful applicant and the TCC shall, if mutually agreeable, shall negotiate an extension to the contract.

Selection Criteria

The successful applicant shall be selected based on a variety of criteria. While price shall be a consideration, it shall not be the only consideration. The following criteria shall be considered, but shall not be exclusive, in the selection process.

- Price / Cost
- Adequate technical and financial resources for the performance of the contract
- Necessary experience, a demonstrated history of success, organizational technical skill in the field of development and maintenance of ambulance subscription programs
- Have a satisfactory record of performance in developing and implementing similar programs
- Ability to satisfy Insurance Requirements and other requirements set forth in this RFP

Insurance Requirements

The successful applicant, as part of the contract/agreement, shall submit Certificates of Insurance, issued by an insurance company satisfactory to the TCC, evidencing the existence of the mandatory minimum insurance coverage required by this Section. The successful applicant shall be an independent contractor and shall also agree to indemnify the TCC from any and all liabilities

for all claims that are caused in the case of the party's negligence. The TCC shall reciprocate this indemnity.

The Certificates of Insurance shall designate the TCC as an additional insured and shall, at a minimum, provide the following coverage:

- a. General Public Liability Insurance for personal injury and damage to property shall not be less than \$500,000 for each occurrence and \$500,000 in the aggregate.
- b. Automobile Liability Insurance, including primary combined single limit coverage and excess auto liability coverage, for which the combined limits shall not be less than \$500,000 for each occurrence and \$500,000 in the aggregate.
- c. Workmen's Compensation coverage shall not be less than the statutory minimum and employer liability coverage shall not be less than \$500,000 for each occurrence. This insurance shall only be required if the firm is employing non-principal (owner) employees that are appointed as Administrative Director.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall name the TCC as an additional insured and be designed to protect the TCC from any and all claims for damages of any kind or any nature whatsoever, including but not limited to wrongful death, or any personal injury, which may arise from the successful applicant's performance of the contract.

All insurance policies maintained pursuant to the requirements of this Request for Proposal shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. The policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the successful bidder, whichever occurs later.

Submission Instructions

Interested applicants shall submit a proposal with all required information and attached forms.

Completed submissions shall include:

- Introduction and Statement of Qualifications
 - Explanation of ability to meet requirements of RFP
- Price / Cost based on hourly basis.
 - Shall include method and frequency of billing
 - Price / Cost can also include a bulk cost based on the approximate number of hours in RFP, however, applicant shall explicitly explain in the response
- Non-Collusion Affidavit (see attached)
- Reference Form (see attached)
- Proof of Insurance

Right to Reject

The TCC expressly reserves the right to reject any or all bids or proposals, to waive any informalities or irregularities in the proposals received, and to accept that proposal which, in its judgment, best serves the interest of the TCC and the public in which it serves.

Time Schedule

Submission Deadline:

- Responses are due to Jay Finnigan, TCC Chairman, via email at jjfinnigan@msn.com, no later than Friday, April 11 2025, at 5:00 PM
- Review of Applicant Responses: April 21-25, 2025
- Interviews: Week of May 5-9, 2025
- Selection of New Administrative Director: TBD
- Contract to Commence: TBD

Inquiries

Any and all inquiries for regarding this RFP can be submitted to John J. Finnigan, Jr., TCC Chairman, via email at jjfinnigan@msn.com.

Non-Collusion Affidavit

A Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal / bid. According to Pennsylvania Anti-bid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require a Non-Collusion Affidavit to be submitted with bids. This Non-Collusion

Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

The term “complimentary bid” as used in the Affidavit as the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids or proposals higher than the submission of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Commonwealth / State of _____

County of _____

I state that I am _____ of _____.
Title Name of My Firm

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this bid / proposal have been arrived and independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder / proposer.
2. Neither the price(s) nor the amount of this bid / proposal, and neither the approximate price(s) nor approximate amount of this bid / proposal, have been disclosed to any other firm or person who is a bidder or potential bidder / proposer, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding / submitting a proposal on this contract or to submit a bid / proposal higher than this bid, or to submit any intentionally high or noncompetitive bid / proposal or other form of complementary bid / proposal.
4. The bid / proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

6. I state that _____ understands and acknowledges that the above representatives are material and important, and will be relied on by the Northampton County Tax Collection Committee in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Northampton County Tax Collection Committee of the true facts relating to the submission of bids for this contract.

 (Name and Company Position)

SWORN TO AND SUBSCRIBED
 BEFORE ME THIS ____ DAY OF
 _____, 2025.

 Notary Public

 My Commission Expires

Reference Form

Per the signed Affidavit above, the below information includes all references required by the RFP by the Northampton County Tax Collection Committee on behalf of my firm.

Attachment # 2: Reference Form and Affidavit

The prospective bidder knows, understands, and agrees that the Northampton County Tax Collection Committee has the right to contact each reference completed in this form.

Commonwealth / State of _____

County of _____

I state that I am _____ of _____.
Title Name of My Firm

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The Reference List below is in accordance with the requirements set forth in the RFP of the Northampton County TCC.
2. The firms listed in the Reference List understand and have agreed that the TCC may contact them regarding the service that is provided by my firm.
3. The Reference List form includes all required information, and to the best of my knowledge, the attached information is truthful and accurate.
4. The bid / proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

I state that _____ understands and acknowledges that the above representatives are material and important, and will be relied on by the Northampton County TCC in awarding the contract(s) for which this bid / proposal is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the TCC of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY OF
_____, 2025.

Notary Public

My Commission Expires

Reference #1:

Name of Firm:

Address of Firm:

Name of Contact Person:

Contact Person Telephone #:

Contact Person Email Address:

Firm Website:

Dates of Relationship with Firm:

1st Date of Contract – Last Date of Contract (or still under contract)

Annual Billing Amount for Firm:

\$ _____

Reference Form

Per the signed Affidavit above, the below information includes all references required by the RFP by the Northampton County Tax Collection Committee on behalf of my firm.

Reference #2:

Name of Firm:

Address of Firm:

Name of Contact Person:

Contact Person Telephone #:

Contact Person Email Address:

Firm Website:

Dates of Relationship with Firm:

1st Date of Contract – Last Date of Contract (or still under contract)

Annual Billing Amount for Firm:

\$ _____

Reference Form

Per the signed Affidavit above, the below information includes all references required by the RFP by the Northampton County Tax Collection Committee on behalf of my firm.

Reference #3:

Name of Firm:

Address of Firm:

Name of Contact Person:

Contact Person Telephone #:

Contact Person Email Address:

Firm Website:

Dates of Relationship with Firm:

1st Date of Contract – Last Date of Contract (or still under contract)

Annual Billing Amount for Firm:

\$ _____