

REQUEST FOR BID

(THIS IS NOT AN ORDER)

SALT LAKE CITY CORPORATION PURCHASING & CONTRACTS MANAGEMENT DIVISION

Request Date:
December 06,
2023
Contract No.
CA-002532

BID # SLCI24043

BIDS WILL BE ACCEPTED
UNTIL **2:00 P.M.** ON

Tuesday, Feb. 02, 2024

AT WHICH TIME THE BIDS
WILL BE OPENED

PUBLIC Q&A WILL BE ACCEPTED
UNTIL 2:00 P.M. 12/19/2023.

B _____
I _____
D _____
D _____
E _____
R _____

FOR ADDITIONAL INFORMATION CONTACT:

Buyer: **Saarina Maheen**
Procurement Specialist
Saarina.maheen@slcgov.com
(preferred)
Phone: (801) 535 6266

BIDDER RESPONSES

Provide the following information about your company:

Company is a: Corporation
(Check one) Partnership
Individual
DBA
Limited Liability Co.

Duly organized under the laws of the State of:

Provide the name(s) of your insurance carrier(s):

Worker's Comp: _____

General Liability: _____

BRIEF DESCRIPTION

Salt Lake City Corporation is soliciting competitive sealed bids from qualified contractors to provide Collection of Delinquent Accounts for the Salt Lake City Public Utilities Department.

The attached specification No. **WA235** is hereby made an official part of this bid.

Note: Bid award information will be posted to the Utah Public Procurement Place (U3P), (SciQuest website).

For Americans with Disabilities (ADA) accommodations, contact the buyer listed on this form, email to **Saarina.maheen@slcgov.com** or use our TDD phone at (801) 535-6021. Please allow 48 hour notice.

To submit a "No Bid" response check one box below:

- We are unable to submit a bid at this time, but would like to remain on the bidders list.
- We do not provide the above product or service.

**ALL BIDS WILL BE SUBMITTED WITH THIS FORM.
FORM MUST BE SIGNED BY BIDDER.**

The right is reserved to reject all bids, to waive any informality or technicality or to accept bids deemed to be in the best interest of Salt Lake City Corporation.

The undersigned offers and agrees to furnish the above articles and/or services at the prices and terms stated, subject to the General Conditions of this Bid.

**For Electronic Bid Submission (required)
Refer to Bid Section IV Submission of Bids**

Company Name

Contact Name (please print)

Signed

Phone No. _____

Mobile No. _____

Email: _____

THIS BID IS CONDITIONED UPON THE TERMS GOVERNING SALES TO THE CITY

SALT LAKE CITY CORPORATION
REQUEST FOR BID
COLLECTION OF DELINQUENT ACCOUNTS
SALT LAKE CITY PUBLIC UTILITIES DEPARTMENT

BID NO. SLCI24043

I. INTENT OF SOLICITATION

Salt Lake City Corporation (the City), is soliciting competitive sealed bids from qualified contractors to collect delinquent accounts for the Salt Lake City Public Utilities Department.

Background and historical information:

- a. The City presently turns over for collection approximately \$700 to \$9000 of delinquent utility accounts each month, approximately 40 to 145 accounts per quarter.
- b. The City's customer base is approximately 85% private and 15% commercial.
- c. Accounts to be turned over, shall be primary placements, not having been serviced by any other outside collection agency.
- d. The City collects primarily on active accounts. Most of the accounts to be turned over to the selected contractor will be accounts that have been closed out by customers that have moved out of the City's service area.

For a more complete description of product and/or service requirements refer to **Exhibit "A"** of the attached **SAMPLE AGREEMENT**.

II. WRITTEN AGREEMENT REQUIRED

The selected bidder shall be required to enter into a written agreement with Salt Lake City Corporation (see **Attachment "A", Sample Agreement**).

Bidders are advised to read thoroughly the Sample Agreement as the selected bidder will be required to comply with its requirements. BIDDER'S SIGNATURE ON THE REQUEST FOR BID SHEET SHALL SERVE AS AN ACKNOWLEDGMENT THAT BIDDER IS WILLING TO ENTER INTO THE AGREEMENT IF AWARDED THE CONTRACT. If you have questions or concerns about any provision, please contact the City as directed in Section IX (Questions and Clarification).

III. INSURANCE REQUIREMENTS

Bidders should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). Such insurance information is provided under Paragraph 5 of the Sample Agreement. Proposed pricing must include associated insurance costs. The selected bidder will be required to provide insurance certificates meeting all requirements at the time of notification of conditional selection.

For policies in Paragraph 5 that require you to list Salt Lake City Corporation as an additional insured, you will be required to have the policy endorsed to provide either 30-days “Notice of Cancellation to a Third Party” or 30-days “Notice of Material Change to a Third Party.” A copy of the endorsement must be provided with the Certificate of Insurance. (Note: Either endorsement may be conditioned to allow 10-days’ notice if the reason for the cancellation is non-payment of premiums)

IV. SUBMISSION OF BIDS

ELECTRONIC SUBMISSION REQUIRED. THERE IS NO OPTION TO SUBMIT A PAPER RESPONSE.

Bids may only be submitted electronically and only through the Utah Public Procurement Place (U3P) website as detailed below. Bids will not be accepted unless the upload and submission of the bids is fully completed on the U3P website by the following date and time:

The deadline for complete bid submission, including all uploads is **2:00 p.m. on 02, January 2024.**

BIDS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED BY THE U3P WEBSITE AND WILL NOT BE CONSIDERED.

Bidders may attend a public virtual bid opening via Microsoft Teams or Webex, however those bidders wishing to attend must confirm their intent to attend by emailing the City’s contact person identified in Paragraph IX, at least 48 hours prior to the bid opening date.

All bids must be submitted on the forms provided by Salt Lake City Corporation. The bid form must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Salt Lake City Ordinances and Administrative Policies and to comply with all terms and conditions set forth in this solicitation.

ELECTRONIC RESPONSE (required)

Instructions: Compile your signed bid cover sheet and any other bid response pages and supporting documents as instructed in the Content of Bid Section V below, into one single PDF file. Additional uploaded documents such as an exceptions document, declarations of confidentiality, or other reference documents necessary and related to the primary bid response are allowed but should be minimal.

Upload your file to the Utah Public Procurement Place (U3P) website. See Paragraph X below for the U3P website and registration information. Please do not include all pages of this bid document with your response. Include only the Request for Bid cover sheet and the required bid content as instructed.

Responses must be uploaded and the electronic submission completed prior to the time and date specified above. Emailed responses will not be accepted.

MORE INFORMATION FOR ELECTRONIC SUBMISSIONS:

Responses through the U3P website require uploading of electronic attachments. The U3P site will accept a variety of document types such as Word, Excel, and PDF attachments but not all. You **MAY NOT** submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. Such actions may cause your bid to be deemed as "non-responsive". After uploading your response file, bidders **MUST** go to "Review and Submit" and click "SUBMIT RESPONSE" to complete the process.

When submitting a response electronically through the U3P site please allow sufficient time to complete your initial registration, any online forms and upload documents. The solicitation will end at the closing time published. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your response will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

V. CONTENT OF BID

All bids submitted must include at least the following information:

- A. Bid Cover Sheet must be signed and returned.
- B. Exhibit "B", Price Schedule, of the Sample Agreement must be filled out completely and returned. All bids must be in U.S. dollars.
- C. Exhibit "B-1", Other Required Information, of the Sample Agreement must be filled out completely and returned.

BIDS RECEIVED THAT DO NOT CONTAIN THE ABOVE ITEMS MAY BE REJECTED.

PURSUANT TO REQUIREMENTS OF THE CITY'S "ETHICS POLICY", PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR BID. CITY EMPLOYEES ARE NOT ALLOWED TO ACCEPT SUCH ITEMS REGARDLESS OF THEIR VALUE.

VI. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. **If you have questions or concerns about any provision, please contact the City as directed in Section IX (Questions and Clarification).** By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

VII. EXCEPTIONS

If a bidder takes exception to any term, condition, or requirement set forth in this Request for Bid or the Sample Agreement and any of its exhibits and attachments, said exceptions must be clearly identified and included in the response to this Request for Bid. **Exceptions to or deviations from any of the terms and conditions must not be added to the bid pages but must be submitted in a separate document accompanying the bid response and identified as “Exceptions.”** However, any exceptions submitted may render the submission as non-responsive to the requirements listed. The City shall be the sole determiner of the acceptability of any exception. Therefore, we encourage you to contact the City with any questions or concerns as described in Section IX (Questions and Clarification), rather than submitting Exceptions as part of your bid response.

VIII. NOTICE TO BIDDERS

The City may not consider bids from individuals, contractors, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the City on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the City.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Salt Lake City Corporation.

IX. QUESTIONS AND CLARIFICATION

If bidders have questions, need clarification of provisions, or think the City has omitted anything from this bid request which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall contact and provide the questions or input to the Purchasing & Contracts Management Division in writing by the deadline for questions set forth below.

All questions requesting clarification or interpretation of any section or sections of this Request for Bid must be submitted online through the Q & A Board for this solicitation on the Utah Public Procurement Place website (U3P) prior to **2:00 pm, 19, December, 2023**. U3P website links are shown in Section X below.

Questions received after the date above may not be considered or receive a response. If questions prompt the need for changes to the Request for Bid, the City will issue a written addendum to the original Request for Bid.

Any Q & A information or written addendums issued by the City shall be available for interested bidders to view or download within three (3) working days following the above referenced deadline. Go to the U3P website to obtain all bid information, submit and view

questions, and to view addendums. It is the responsibility of the bidder to view or download Q & A information and addendums before submission of their bid.

The City's **designated contact person** for additional information concerning Request for Bid procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is **Saarina Maheen** in the Purchasing & Contracts Management Division: telephone (801) 535-6266; TDD (801) 535-6021; e-mail (Saarina.Maheen@slcgov.com).

X. REGISTER FOR NOTIFICATION OF BID OR RFP ADDENDA and ELECTRONIC SUBMISSION

It is the bidder's/offeror's responsibility to register for notification to receive any changes, corrections, question/answer documents, and addendums issued for RFB (bid) or RFP (proposal) documents. Registration is also required for electronic submission.

Bidder/offeror must complete a one-time registration by providing their company information through the U3P Supplier Login Portal. Click this link:

[Supplier Login/Join SciQuest Supplier Network](https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah) or go to <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.

Once registered the bidder/offeror may go to this link: [Utah Public Procurement Place](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah) (U3P) or <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>, search and select any Bid or RFP project listed, log-in, download the project documents, and confirm their intent to respond. Failure to register and log-in with an intent to respond to a Bid or RFP constitutes an automatic waiver of bidder's/offeror's right to receive a direct notification of any changes, corrections or addenda for a Bid or RFP.

XI. AWARD OF CONTRACT

Award of a contract from this bid will be made to the lowest responsible and responsive bidder. The City reserves the right to reject any or all bids submitted in response to this solicitation, to waive any informality or technicality, or to accept bids deemed to be in the best interest of the City.

XII. GOVERNING CODE AND POLICIES

The City's procurement processes, including this competitive solicitation, are governed by Salt Lake City Code 3.24 and Salt Lake City Administrative Policies for Procurement.

ATTACHMENT "A" (SAMPLE AGREEMENT)

CONTRACT NO. CA-002532

Rev. October 05, 2023/sm

SAMPLE AGREEMENT

COLLECTION OF DELINQUENT ACCOUNTS

SALT LAKE CITY PUBLIC UTILITIES DEPARTMENT

THIS AGREEMENT is between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("City"), and Ø, a _ ("Contractor"), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. Contractor desires to provide certain services for the collection of delinquent accounts for City's Public Utilities Department.
2. City desires to engage Contractor for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Contractor shall provide certain services for the collection of delinquent accounts for City's Public Utilities Department as described in Exhibit "A" for a term of five (5) years commencing as of February 11, 2024, or the date of this Agreement if later than the aforementioned date. City shall have the right to extend this Agreement for an additional term of up to four (4) months by giving Contractor written notice at least ten (10) days before the expiration of the original term, provided, however, that City may terminate such additional term by giving Contractor at least five (5) days prior written notice of such termination. This is a non-exclusive contract and City reserves the right to acquire the services or equipment, at its discretion, from other sources during the term of this Agreement. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

This is a non-exclusive contract and City reserves the right to acquire the services or equipment, at its discretion, from other sources during the term of this Agreement. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For services provided to City, Contractor shall be paid as specified under Exhibit "B" (Price Schedule).

3. For such consideration, Contractor shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.

4. The following indemnification requirements apply to this Agreement:

A. Contractor shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Contractor's intentional, reckless, or negligent performance hereunder. Contractor's duty to defend City shall exist regardless of whether City or Contractor may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Contractor, and Contractor is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Contractor shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Contractor to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section 4 shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Contractor's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Contractor. City has no responsibility for any equipment maintenance, or for Contractor's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

5. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

(1) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the completion by Contractor and acceptance by City of all work under this Agreement or shall contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(3) Contractor shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Contractor shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Contractor hereunder.

(5) All required certificates and policies shall be endorsed as needed to provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days' prior written notice to City or 10 days' prior written notice for cancellation due to non-payment of premiums.

B. REQUIRED INSURANCE POLICIES. Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including while work under this Agreement is being completed and accepted and during all renewal terms, the following minimum insurance coverage:

(1) Workers' compensation and employer's liability insurance sufficient to cover all of Contractor's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Commercial general liability (CGL) insurance with a policy endorsement naming Salt Lake City Corporation as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general aggregate and \$1,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Contractor, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations.

(3) Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, City shall not require Contractor to provide commercial automobile liability insurance.

(4) Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual aggregate limit.

6. Contractor shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health

Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act. Any violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

7. City may terminate this Agreement for any reason, and without any liability therefor, upon giving Contractor 30 days prior written notice. Such notice shall be sent to the last known address of Contractor.

8. City may, without prejudice to any right or remedy, and without the necessity of giving the 30 day notice provided in paragraph 7 above, terminate this Agreement for cause in the event Contractor fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven days after written notice from City of such failure.

9. If this Agreement is terminated as provided herein, City shall pay Contractor on the basis of actual services satisfactorily performed as calculated by City.

10. Contractor, for itself, its successors and assigns, as part of the consideration provided under this agreement, covenants that no person shall be excluded from participation in, denied the benefits of, or be otherwise subject to unlawful discrimination in the furnishing of services hereunder on the grounds of race, color, national origin, age, sex, religion, disability, sexual orientation or gender identity, unless the characteristic in question is a bona fide occupational qualification.

11. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

Contractor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

12. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Contractor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Contractor. Any materials for which Contractor claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Contractor's claim of business confidentiality. City will make reasonable efforts to notify Contractor of any requests made for disclosure of documents submitted under a claim of business confidentiality. Contractor may, at Contractor's sole expense, take any appropriate actions to prevent disclosure of

such material. Contractor specifically waives any claims against City related to disclosure of any materials required by GRAMA.

13. Contractor is not an employee of City for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified herein.

14. All notices shall be directed to the following addresses:

City: Salt Lake City Corporation
Attn.: City Contracts Administrator, Purchasing

(For U.S. Postal Service delivery)

P.O. Box 145455
Salt Lake City, UT 84114-5455
Or:

(By E-mail)

SLCPurchasing@slcgov.com

With a copy to:

City: Salt Lake City Corporation
Attn.: Customer Service Supervisor

(For U.S. Postal Service delivery)

P.O. Box 145528
Salt Lake City, UT 84114-5528

-OR-

(For hand delivery or express courier delivery)

1530 South West Temple
Salt Lake City, UT 84115

Contractor: Ø
Attention:

—

15. This Agreement may be assigned by either party but only with the prior written consent of the other party.

16. Contractor's obligations are solely to City and City's obligations are solely to Contractor. This Agreement shall confer no third party rights whatsoever.

17. Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify City's Contracts Administrator within

thirty (30) days if Contractor has been debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any contract by any governmental entity during this Agreement.

18. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Contractor and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

19. This Agreement shall be enforced in and governed by the laws of the state of Utah.

(Signature page follows)

The parties are signing this Agreement as of the date stated in the introductory clause.

ATTEST AND COUNTERSIGN	SALT LAKE CITY CORPORATION
	By: _____
	Title: _____
_____ City Recorder	Ø
APPROVED AS TO FORM Salt Lake City Attorney's Office	By: _____
Sign: _____	Name: _____
Name: _____	Title: _____

EXHIBIT "A"

SCOPE OF WORK

COLLECTION OF DELINQUENT ACCOUNTS

I. GENERAL

- A. Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.
- B. Contractor shall assume full responsibility for damage to City property caused by Contractor's employees or equipment as determined by designated City personnel.
- C. Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Contractor shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- E. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.

II. RESPONSIBILITIES OF CONTRACTOR

The responsibilities of Contractor include, but shall not be limited to, the following.

- A. Contractor shall provide services on an "as needed" basis for the Public Utilities Department to collect on delinquent accounts, utility or other accounts.
- B. Contractor shall, each calendar month, submit payments to City of amounts collected, net of Contractor's fee provided in Exhibit "B" hereto.
- C. Contractor's Personnel.
 - 1. Contractor shall provide sufficient personnel to accomplish the required services. All personnel shall be skilled in the various tasks assigned to them.
 - 2. Contractor shall be responsible for proper personal conduct of all of Contractor's personnel.

III. DELIVERABLES

Contractor shall provide City with an electronic monthly report outlining the collection activities and summarizing results that documents the amount paid. Report shall show collections by account name and number, a summary total of all collections, and calculation and deduction of Contractor's fee for collection, and the net payment to City. Contractor shall furnish the report on or before the due date for Contractor's payment to City. City may agree to accept a "hard-copy" paper report in lieu of an electronic report.

IV. DISCLOSURE OF CITY RECORDS

Because City shall own the documents generated by Contractor pursuant to this Agreement, Contractor shall not, without written approval by City, disclose publicly said records.

V. PRODUCTS/SERVICES FOR OTHER CITY DEPARTMENTS

With the written approval of the Public Services Department, Contractor may respond to calls from other City departments to provide the specified services. All services shall be provided at the rates stated in Exhibit "B". Invoices shall be sent directly to and paid by the department or division originating the request.

EXHIBIT “B”

PRICE SCHEDULE

COLLECTION OF DELINQUENT ACCOUNTS

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.
- C. Collection fee percentages stated shall be firm for the full term of this Agreement.

II. PRICING FEES

- A. The collection fee to provide the services as described in Exhibit “A” shall be a percentage of the amounts collected. The fee for each calendar month’s collection service shall be calculated by multiplying such fee percentage by the actual amount collected by Contractor during such calendar month.

Collection Fee = ___%
(Bidder shall state their collection fee percentage for all accounts)

- B. Contractor shall not be entitled to a collection fee for any amount collected by another entity, including the City, or after the termination of this Agreement.

III. INVOICING AND PAYMENT

City shall pay Contractor for all products and services provided by Contractor pursuant to this Agreement. Contractor shall submit a written invoice, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City. Contractor shall list the City contract number on all invoices, quotes, correspondence, and documentation relating to this contract.

Salt Lake City prefers a paperless invoice and payment process. Include the contract number on all invoices and email invoices for this agreement to: _____@slcgov.com

(eft payment setup forms may be requested using this email address: ap.payments@slcgov.com)

If unable to email invoices, mail the paper invoice to:

Salt Lake City Corporation
Public Utilities Department
Attn.:
P.O. Box 145528
Salt Lake City, UT 84114-5528

EXHIBIT "B-1"
OTHER REQUIRED INFORMATION

BIDDER: Please complete the following and return with your bid response.

- I. Early Payment Discount.** Identify any early payment discount or discounts that you are willing to offer for the purchases contemplated herein, such as "2/10, net 30" where City can take an immediate 2% discount if the payment is made within 10 days after receipt of the invoice or pay the full amount within 30 days from such receipt. *(Cash discounts of less than 1% or discount periods of less than 30 days will not be considered as factors in the award.)*
-
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- II. Electronic Payments.** The City has developed a process by which vendors can receive payments and remittance advices electronically. The electronic process will (1) allow vendors to receive collected funds the day following the City's weekly "check write," and (2) will provide an electronic remittance advice on the day of the "check write." The remittance advice will be sent via e-mail through the internet to as many as three separate e-mail addresses. The remittance advice will contain exactly the same information that would have been included on a check stub. Also available is a vendor web page that allows a vendor, with proper user name and password, to see its history of payments from the City.

The City is encouraging bidders to accept electronic payments using the above process. Please provide information relating to: (1) your ability to accept electronic payments and remittance advices; (2) your policy, if any, regarding electronic payments and (3) your discount, if any, for electronic payments.

Mark box if your company does not accept electronic payments.

- III. Interest in sustainability, recycling, and other environmental matters.** The City has an interest in doing business with suppliers that have implemented formal sustainability plans and have operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability plan, program or policy and, if so, please attach a copy to your bid. Any sustainability plan, program or policy should address recycling, re-use of materials, and reduction of waste. Please describe any environmentally-friendly measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm in its operations.
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Mark box if your company does not have programs in place at this time.

IV. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

(Note: After reading the following two paragraphs, check the box in the space provided below the paragraphs to show that you agree with the following representation.)

The bidder represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

It is the City's policy that City employees are prohibited from personally accepting gifts, incentives, and marketing or promotional items from suppliers and that suppliers shall not offer such items to City employees. Such offers from suppliers are inappropriate and may result in suspension or debarment of the supplier from the City's procurement processes.

Check the box below:

We have read and agree to make the representation in the City's "Ethics Clause" set forth above.

V. Status Verification System. Suppliers/Contractors are hereby informed of the City's requirement to comply with [Utah Code Title 63G-12-302](#) , which requires a contractor to register and participate in the federal Status Verification System to enter into a contract for services with a Utah public agency. Please state whether your firm is registered and participating in the federal Status Verification System to verify the work eligibility status of new employees that are, or will be, employed and performing work in Utah. If your firm is not currently registered and participating in the federal Status Verification System, describe how you will meet this requirement if your firm is selected for a conditional award from this solicitation.

VI. Interest in Benefit Corporation and Benefit LLC designations. The City has an interest in doing business with suppliers that have received the Benefit Corporation or Benefit LLC designation from the State of Utah. The "Benefit" designation is for corporations and LLCs that want to consider society and the environment in addition to profit in its decision-making process. Benefit Corporations/LLCs are different from traditional Corporations/LLCs in their purpose, accountability and transparency. The purpose of a Benefit Corporation/LLC is to create public benefit, which is defined as a material positive impact on society and the environment. Please state whether your firm has received the "Benefit" designation, and if so, please attach a copy of your annual benefit report to your bid.

NOTE: Information about these designations may be accessed at:
Benefit Corporation: <https://corporations.utah.gov/business/bc.html>
Benefit LLC: <https://corporations.utah.gov/business/blc.html>