



**GA-4564**

**Collection of Delinquent Utility Accounts**

Issue Date: 3/1/2024

Questions Deadline: 3/12/2024 02:00 PM (ET)

Response Deadline: 3/15/2024 02:00 PM (ET)

**Contact Information**

Contact: Lauren Polk Contracts Administrator

Address: Purchasing

City Hall Complex

P.O. Box 8629

Warner Robins, GA 31095

Phone: (478) 302-5364

Fax: (478) 929-6940

Email: [Purchasing\\_Office@wrga.gov](mailto:Purchasing_Office@wrga.gov)

## Event Information

Number: GA-4564  
Title: Collection of Delinquent Utility Accounts  
Type: RFP  
Issue Date: 3/1/2024  
Question Deadline: 3/12/2024 02:00 PM (ET)  
Response Deadline: 3/15/2024 02:00 PM (ET)  
Notes: The City of Warner Robins is seeking an experienced and responsible company capable of providing debt collection services for delinquent utility accounts. The selected respondent will enter into a contract with the City for debt collection services. The contract will have an initial contract term of one (1) year with the option to extend the contract for four (4) additional one (1) year periods. The initial contract term will be April 1, 2024 through March 31, 2025.

Complete specifications are included in *Attachment #1: GA-4564 Collection of Delinquent Utility Accounts RFP*. Submission of a bid constitutes acknowledgement and acceptance of all terms and conditions outlined therein.

Each prospective respondent must submit their bid with all required documents through the City's IonWave procurement system by the designated date and time of Friday, March 15, 2024 at 2:00 PM (ET).

All questions must be submitted via IonWave by Tuesday, March 12, 2024 at 2:00 PM (ET).

The bid, if awarded, will be awarded to the responsible respondent whose proposal will be most advantageous to the City of Warner Robins, price, availability, value, and other factors considered. The City of Warner Robins reserves the right to accept none, all, or any part of the bid and to waive all formalities.

## Ship To Information

Contact: City of Warner Robins  
Address: Central Receiving  
206 Bay Street  
Warner Robins, GA 31088  
Phone: (478) 302-5560  
Email: dforeman@wrga.gov

## Billing Information

Contact: City of Warner Robins  
Address: Accounts Payable  
Post Office Box 8629  
Warner Robins, GA 31095  
Phone: (478) 293-1083  
Email: WRInovices@wrga.gov

## Bid Attachments

### GA-4564 Collection of Delinquent Utility Accounts RFP.pdf

GA-4564 Collection of Delinquent Utility Accounts RFP

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### Non-Collusion Affidavit of Vendor.pdf

Non-Collusion Affidavit of Vendor

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### Absence of Conflict of Interest OCGA 36-80-28.pdf

OCGA 36-80-28 Absence of Conflict of Interest

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## Bid Attributes

### 1 General Conditions for Goods & Services

1. **PURCHASING POLICIES & PROCEDURES:** This bid is subject to the provisions of the City of Warner Robins Purchasing Policies and Procedures and any revisions thereto, which are hereby incorporated into this contract in their entirety except as amended or superseded herein.
2. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other bid documents, the prospective bidder must submit the question through the City's IonWave bidding system. Any revisions to the invitation will be made only by addendum issued by the Purchasing Office.
3. **BID ACCEPTANCE PERIOD:** This bid shall be binding upon the bidder for 60 calendar days following the bid opening date. Any bid on which the bidder shortens the acceptance period may be rejected.
4. **BID PRICES:** Bid shall be in the form of a firm cost per the specifications. Any exceptions must be noted.
5. **QUALIFICATION OF BIDDERS:** The City of Warner Robins may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the items and the bidder shall furnish to the City all such information and data for this purpose as may be requested.
6. **AWARD OF CONTRACT:** The City of Warner Robins will make award to the lowest responsive and responsible bidder. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidders to render required goods and services. The City of Warner Robins reserves the right to conduct any test it may deem advisable and to make all evaluations. The City of Warner Robins also reserves the right to reject any or all bids, in whole or in part, to waive formalities, technicalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City of Warner Robins to be in its best interest.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the bidder in whole or in part without the written consent of the City of Warner Robins.
8. **INSPECTION:** All merchandise and services shall be subject to inspection after arrival at destination or completion of work. In the case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the City has the right to reject such items and/or services and return them at bidder's expense.
9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the terms and conditions, the City of Warner Robins, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in

addition to any other remedies, which the City of Warner Robins may have.

**10. DEBARMENT STATUS:** By submitting their bids, all bidders certify that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.

**11. INDEMNIFICATION:** The bidder agrees to indemnify, defend and hold harmless the City of Warner Robins and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the bidder/any services of any kind or nature provided by the bidder.

**12. APPLICABLE LAW AND COURTS:** Any contract resulting from this invitation for bid shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. The bidder shall comply with applicable federal, state and local laws and regulations.

**13. NON-DISCRIMINATION:** The City of Warner Robins in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant an advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

**14. GEORGIA E-VERIFY LAW:** Bidder agrees to provide the City with all affidavits of compliance as required by O.C.G.A. §13-10-90 et seq, the "Georgia Security and Immigration Compliance Act", and a current W-9 "Request for Taxpayer Identification Number and Certification.

The Georgia E-Verify law requires contractor and all sub-contractors on Georgia public contracts (contracts with a government agency) for the physical performance of services<sup>3</sup> over \$2,499.99 in value to enroll in E-Verify, *regardless of the number of employees*. A bidder or sub-contractor may be exempt from this requirement if the contractor or sub-contractor has no employees and does not hire nor intend to hire employees for the purpose of completing any part of the public contract.

E-Verify is not required for contracts solely involving the purchase of goods by a government agency.

**15. INSURANCE:** The successful bidder shall give satisfactory evidence to the Owner that he carries Workers' Compensation, in accordance with State Worker's Compensation Laws, and public liability and property damage insurance in sufficient amounts to ensure adequate coverage of the work, with the following minimum amounts acceptable:

1. WORKERS' COMPENSATION & BUILDERS RISK (100%)
2. COMPREHENSIVE GENERAL LIABILITY 1M/3M/50K
3. COMPREHENSIVE VEHICLE LIABILITY 1M/3M/50K

**16. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of this bid, the signed bid submitted by the bidder, the City of Warner Robins Specifications & General Conditions including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

**17. CHANGES:** By written notice to the bidder, The City of Warner Robins may from time to time make changes, within the general scope of the contract, in the goods or services to be provided by the bidder. The bidder shall promptly comply with the notice and shall make all subsequent goods or services conform to the notice. If any such change causes an increase or decrease in the bidder's cost of performance or the time required for performance, an equitable adjustment in the contract price and/or the time allowed for performance of the contract shall be negotiated and the contract modified accordingly by written supplemental agreement. Any claim by the bidder for adjustment under this clause must be asserted by written notice to the City of Warner Robins within 30 days from the date of receipt by the bidder of the change notice.

**18. GRATUITIES AND KICKBACKS:** The bidders acknowledge the provisions set forth in the Warner Robins City Code as follows:

a) It shall be unethical for any person to offer, give, or agree to give any city employee or former city employee (or for any city employee or former city employee to solicit, demand, accept, or agree to accept from another person) a gratuity or an offer of employment in connection with any decision, approval, recommendation, or preparation of any part of the program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, or any other ruling determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation of proposal therefore.

b) Gifts, Gratuities, Other Valuable Consideration Prohibited: No city employee shall accept a gift, gratuity, loan, lodging, travel, or other valuable consideration, which exceeds the maximum allowable aggregate value of one hundred dollars (\$100.00) per occurrence. This prohibition applies to any organization, business concern, fellow employee, or any other individual or group with whom the city employee has an official relationship in the normal conduct of his/her regularly assigned duties.

I have read, understand & agree to comply.  
(Required: Check if applicable)

## Supplier Information

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Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Supplier Notes

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By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*