



**SOLICITATION NO.:** Request for Proposal (RFP) 90/2024  
**BUYER:** Cale Turner  
**PHONE NO.:** (573) 874-7375  
**E-MAIL:** [cale.turner@como.gov](mailto:cale.turner@como.gov)

**TITLE:** Collection Services: Various Financial Accounts

**ISSUE DATE:** May 2, 2024

**RETURN PROPOSAL NO LATER THAN:** June 7, 2024 AT 5:00 PM CENTRAL TIME (END DATE)

**OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5<sup>th</sup> Floor) by the return proposal date and time.

(U.S. Mail)	(Courier Service)
<b>RETURN PROPOSAL TO:</b> CITY OF COLUMBIA PURCHASING	<b>CITY OF COLUMBIA PURCHASING</b>
PO BOX 6015	701 E. BROADWAY, 5 <sup>th</sup> FLOOR
COLUMBIA MO 65205	COLUMBIA MO 65201

**CONTRACT PERIOD:** Effective Date of Contract through One (1) Year

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**City of Columbia  
 Various City Departments  
 Columbia, MO**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

**SIGNATURE REQUIRED**

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

## 1. INTRODUCTION AND GENERAL REQUIREMENTS

### INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of collection services for various financial accounts for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – G
- 6) Attachment 1 – Sample Contract

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

### BACKGROUND INFORMATION:

The City incorporated in 1821 and is consistently ranked nationally as one of the best cities in which to live and work. Additional information regarding the City is available on the web at [www.como.gov](http://www.como.gov).

The City is requesting proposals for collection services for various financial accounts. The awarded contractor shall collect delinquent accounts which have been placed with the contractor within a reasonable and prudent manner

and in accordance with acceptable industry standards and practices. Accounts placed with the contractor have been determined to be delinquent by the City because they are a minimum of sixty (60) calendar days past due. Current delinquent accounts will continue to be serviced under existing agreements.

The City currently contract for such services. For calendar year 2023, the City sent approximately 1,875 accounts at a value of \$725,917.12 to the current collection contractor.

Collection Agency Services shall be for delinquent utility accounts, and/or any other delinquent account as determined by the City, including but not limited to construction dumpster service, refuse roll-off services, landfill services, property damage claims, utility service cuts, refuse and compost bags, etc., in accordance with the provisions and requirements stated herein as needed and requested through the term of this contract.

Although an attempt has been made to provide accurate and up-to-date information, the City does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**SCHEDULE OF ACTIVITIES:**

DATE	ACTIVITY
May 22, 2024	Close of written <i>Requests for Additional Information</i>
May 24, 2024	Written responses to <i>Requests for Additional Information</i> sent to all
June 7, 2024	Request for Proposal is due by 5:00 p.m. CST
August 30, 2024	Contract Start Date
The above dates are target dates and may change.	

**PROPOSAL SUBMISSION:**

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City’s E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked in bold letters “RFP 90/2024 – COLLECTION SERVICES: VARIOUS FINANCIAL ACCOUNTS.”

**QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:**

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Cale Turner, Purchasing Agent  
 Phone: (573) 874-7375  
 E-mail: [cale.turner@como.gov](mailto:cale.turner@como.gov)

Any oral responses to any question shall be unofficial and not binding on the City. An Addendum to this RFP providing the City’s official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on May 22, 2024.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

**VALIDITY OF PROPOSALS:**

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for

the return of proposals.

**REJECTION OF PROPOSALS:**

The City reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

**WITHDRAWAL OF PROPOSALS:**

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

**ALTERATION OF SOLICITATION:**

The wording of the City’s solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City, whose decision will be final.

**RESPONSE MATERIAL OWNERSHIP:**

All material submitted regarding this RFP becomes the property of the City. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

**INCURRING COSTS:**

The City shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

**COLLUSION CLAUSE:**

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

**CONTRACT DOCUMENTS:**

The final agreement between the City and the offeror will include by reference:

- Offeror’s Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

**FUNDS:**

Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City.

**COOPERATIVE PROCUREMENT:**

The contractor shall provide collection services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the

specifications stated herein. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the City bears no financial responsibility for any payments due the contractor by such governmental entities.

**TERMS AND CONDITIONS/SAMPLE CONTRACT:**

The sample contract is attached as Attachment 1. Please review the terms and conditions set forth in the sample contract. Should the offeror take exception to any of the required legal terms and conditions set forth in Attachment 1, the offeror shall specifically include the exceptions in its proposal on vendor letterhead.

## 2. SCOPE OF SERVICES

### SCOPE OF SERVICES:

The contractor shall perform all services to the sole satisfaction of the City.

The contractor shall collect delinquent accounts which have been placed with the service agency in a reasonable and prudent manner and in accordance with acceptable industry standards and practices.

The contractor shall accept accounts assigned by the City without regard to geographical area, amount, or age of the account.

All information furnished to the contractor by the City will be obtained from sources believed to be reliable. However, the accuracy of the information is not guaranteed by the City. Therefore, the contractor shall agree that the City shall not be liable for any damages suffered by the contractor as a result of reliance on said information. Nothing in the contract shall be deemed to waive the City's sovereign immunity.

Collection of Accounts – The contractor shall agree and understand that nothing contained in the contract shall be construed as requiring, permitting, or justifying any act or omission on the part of the contractor in violation of the Fair Debt Collection Practices Act, Telephone Consumer Protection Act, Payment Card Industry Data Security Standard, National Automated Clearing House Association, or any other applicable City, state or federal law, rule, or regulation.

The contractor must attempt to achieve maximum recovery of the delinquent accounts using techniques which shall include, but not be limited to, the following:

- Telephone calls;
- Skip tracing;
- Mail letters developed by the contractor (samples of all letters used by the contractor must be approved by the City prior to use).

The contractor shall provide collection service(s) in accordance with the description and timeframe(s) for the applicable account balances as indicated, in the contractor's awarded proposal. Furthermore, the contractor understands and agrees that such performance shall be subject to audit by the City at anytime.

Payment of Accounts -The contractor shall not accept a settlement on any delinquent account without the prior written approval from the City.

The City will not accept postdated checks. The contractor shall collect the funds submitted on the check and submit with monthly collection via company payment.

Suspension and Termination of Accounts - Upon written notification by the City, the contractor shall immediately suspend or terminate collection activity on any delinquent account.

The contractor shall not reveal, reproduce, disclose, sell, or make any information provided by the City or obtained during the collection process accessible, in whole or in part, to anyone other than authorized employees or subcontractors of the contractor including, but not limited to, any of the following:

- To any credit reporting agency(s) or service(s).
- To any third party to create, in whole or in part, any mailing list, telemarketing list, other marketing list or research aid, or other database.
- If the contractor fails to provide the safeguards described above, the City will consider that a breach of contracts and has the right to cancel the contract.

Additionally, it is incumbent upon the contractor to inform the contractor's officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a, specifically 5 U.S.C. 552a(i)(1), which

is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of the contractor, who, by virtue of his/her employment or official position has possession of or access to City records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is also prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

All work shall be performed under the supervision of the contractor or the contractor's responsible personnel.

Within five (5) calendar days after authorization from the City to proceed with services, the contractor shall submit a written identification and notification to the City of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests shall be addressed. Otherwise, the duly authorized representative for the contractor shall be the individual indicated on page one of the contractor's response document. The contractor shall have the right to change or substitute the name of the representative as deemed necessary upon immediate notification and approval of the City.

Unless otherwise specified, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services.

**INVOICING AND PAYMENT REQUIREMENTS:**

The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. Monthly invoices shall include Customer Name, Customer Number, Customer Account Number, Service Address, Date of Payment, Payment Amount, Collection Agency's balance for Customer's Account and percentage of collection fee of each payment.

Invoicing: Shall be itemized by City department/division. Within fifteen (15) calendar days following the conclusion of each month, the contractor shall submit a monthly invoice to the City at the following address:

City of Columbia  
Accounts Payable  
PO Box 7236  
Columbia, MO 65205

Payments: After approval by the City of the invoice and services provided, the contractor shall be paid for services in accordance with prices stated on the Pricing Page.

No other payments or reimbursements other than those specified herein shall be made to the contractor.

Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services or fails to submit reports when due, the City may withhold payment or reject invoices under the contract.

Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The City shall have no obligation to pay any invoice submitted after the due date.

If a request by the contractor for payment or reimbursement is denied, the City shall provide the contractor with written notice of the reason(s) for denial.

If the contractor is overpaid by the City, upon official notification by the City, the contractor shall provide the City (1) with a check payable as instructed by the City in the amount of such overpayment at the address specified by the City or (2) a credit memo as requested by the City.

**PERIOD OF SERVICE:**

Contract Period: The original contract period shall be as stated in the agreement/contract or notice of award. The contract shall not bind, nor purport to bind, the city for any contractual commitment in excess of the original contract period. The Purchasing Division shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Purchasing Division exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of the agreement/contract.

Renewal Periods: If the option for renewal is exercised by the Purchasing Division, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein.

If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the city determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the city may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

In no event, shall the term of the contract/agreement exceed five (5) years and three (3) months per City Ordinance.

**SUBCONTRACTORS:**

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the City and to ensure that the City is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract/agreement between the City and the contractor.

The contractor shall expressly understand and agree that they shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract/agreement shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

The contractor shall only utilize subcontractors stated on Exhibit D in performance of the contract/agreement. The contractor must obtain the approval of the City prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.



### **3. PROPOSAL SUBMISSION INFORMATION**

#### **SUBMISSION OF PROPOSALS:**

On-line Proposal - If a registered offeror is responding electronically through the City Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products - The City recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

#### **COMPETITIVE NEGOTIATION OF PROPOSALS:**

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City.

#### **EVALUTION AND AWARD PROCESS:**

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the lowest and best proposal(s). The City reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

Evaluation Criteria Scoring Category	Maximum Points
Cost	50 points
Offeror’s Experience, Reliability, Expertise of Personnel, and Method of Performance	50 points
<b>TOTAL</b>	<b>100 points</b>

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

**EVALUATION OF COST:**

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed percentages applied to arbitrary amount of \$100,000.00 in collections stated on the Pricing Page for the original contract period and each potential renewal period.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror’s Price}}{\text{Compared Offeror’s Price}} \times \text{Maximum Cost Evaluation points (50)} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the arbitrary amount used in the evaluation of cost is provided solely to document how cost will be evaluated. The City makes no guarantee regarding the accuracy of the quantities stated nor does the City intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

**EVALUATION OF OFFEROR’S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:**

Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror’s organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City may contact the offeror’s references, including references not listed or identified within the offeror’s proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City is not obligated to contact the offeror’s references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Subcontractors Proposed - The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each subcontractor proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each subcontractor proposed which must describe the products/services the subcontractor will provide.

Proposals will be subjectively evaluated based on the offeror’s plan for performing the requirements of the RFP. Exhibit E is provided for the offeror’s use in providing information about the proposed method of performance.

**MISCELLANEOUS SUBMITTAL INFORMATION:**

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit F must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit G, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker’s compensation/unemployment compensation)

**4. PRICING PAGE**

The offeror shall provide a firm, fixed percentage for collection agency services for delinquent utility accounts, and/or any other delinquent account as determined by the City, including but not limited to construction dumpster service, refuse roll-off services, landfill services, property damage claims, utility service cuts, refuse and compost bags, etc., in accordance with the provisions and requirements stated herein as needed and requested through the term of this contract. The vendor shall provide an original contract period percentage and a maximum percentage for each potential renewal period.

<b>Line Item</b>	<b>Description</b>	<b>Original Contract Period Firm, Fixed Percentage</b>	<b>1<sup>st</sup> Renewal Period Maximum Percentage</b>	<b>2<sup>nd</sup> Renewal Period Maximum Percentage</b>	<b>3<sup>rd</sup> Renewal Period Maximum Percentage</b>	<b>4<sup>th</sup> Renewal Period Maximum Percentage</b>
1	Firm, Fixed Percentage for Standard Collection Accounts	_____ %	_____ %	_____ %	_____ %	_____ %

The vendor shall provide a firm, fixed percentage for collection agency services for litigation collection accounts in accordance with the provisions and requirements stated herein as needed and requested through the term of this contract. The vendor shall provide an original contract period percentage and a maximum percentage for each potential renewal period.

<b>Line Item</b>	<b>Description</b>	<b>Original Contract Period Firm, Fixed Percentage</b>	<b>1<sup>st</sup> Renewal Period Maximum Percentage</b>	<b>2<sup>nd</sup> Renewal Period Maximum Percentage</b>	<b>3<sup>rd</sup> Renewal Period Maximum Percentage</b>	<b>4<sup>th</sup> Renewal Period Maximum Percentage</b>
2	Firm, Fixed Percentage for Litigation Collection Accounts	_____ %	_____ %	_____ %	_____ %	_____ %

**EXHIBIT A**

**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: <input checked="" type="checkbox"/> What the offeror did <input checked="" type="checkbox"/> How the offeror did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

**EXHIBIT C**

**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

**Staffing Methodology**

Describe the person's planned duties/role proposed herein:	
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**List of Projects and Roles Completed**

Describe the projects worked by the individual and the specific role:	
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**EXHIBIT D**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a subcontractor(s) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror’s proposal.

*~ Copy This Form For Each Subcontractor Proposed ~*

**This Section To Be Completed by Subcontractor:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Name of Subcontractor: \_\_\_\_\_

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

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ MBE/WBE/DBE

Certification # \_\_\_\_\_

MBE/WBE/DBE (or attach copy of certification)

Certification \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (*as the subcontractor*) have agreed to provide:

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

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Subcontractor*

\_\_\_\_\_  
*Date*  
*(Dated no earlier than*  
*the RFP issuance date)*

**EXHIBIT E****METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

**Offeror shall provide their current certificate of insurance and indicate if the City's terms and conditions stated in Attachment 1 can be met.**

**Offeror shall be registered and in good standing with the State of Missouri, Secretary of State. Provide proof of such compliance with the proposal response.**

Define your organizations process for legal collections. City requires at least a forty-eight (48) hour notice if a court appearance is needed. Ensure that any information that will be necessary to collect are also defined. Also, any fees that are not the same as any other collection fee shall be defined.

Offeror should define the information that will be necessary from the City in order to successfully obtain collections.

City highly prefers that offeror pick up the collection information from a secured site. If offeror is unable to transfer data via secured site, please define in detail the offeror's means of being able to collect the account.

Describe the process that your firm uses for collection of delinquent accounts.

Describe the process that is pursued for accounts that are in litigation.

Provide the names of law firms in the State of Missouri that represent your firm for collection services.

Describe the correspondence that is sent to each delinquent account, indicate how often the account is contacted and attach samples.

Does your firm report any information regarding delinquent account to credit bureaus or other services without the consent of the firm?

If your procedures for reporting information on delinquent commercial (corporate) accounts differ from those on individual accounts, indicate how they are handled and where they are reported.

The Contractor/Collection Agency must provide monthly itemized activity statements to the City which include at a minimum the name, account number, current balance due, amount paid to agency, amount paid to creditor, total due agency, and total due creditor. A copy of your standard monthly statement shall be included with your quotation.

What reporting formats are available for both sending and receiving information? (Hard copy, electronic media, magnetic tape, etc... U.S. Mail may be preferred).

What information will your firm provide the City on a monthly basis to keep us abreast of the changes taking place in the credit collection industry?

What is the utility collection rate(s) for your firm during the past five (5) years, percentage of dollar amount collected? This information will be compared to the ACA national average.

Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

Indicate whether the vendor or the vendor's principals have other interests or relationships that might conflict with or compromise the requirements herein.

List the professional organizations affiliated with your firm.

What is the amount of the Liability Bond coverage carried by your firm?

**EXHIBIT F****NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>



**EXHIBIT G**

**MISCELLANEOUS INFORMATION**

**Employee/Conflict of Interest:**

<p>Offerors who are elected or appointed officials or employees of the City or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the City or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the City or any political subdivision thereof:</p>	
<p>If employee of the City or political subdivision thereof, provide name of City or political subdivision where employed:</p>	
<p>Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the City or political subdivision thereof:</p>	<p>_____ %</p>

**Registration of Business Name (if applicable) with the Missouri Secretary of State**

The offeror should indicate the offeror’s charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror’s good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<p><i>Charter Number (if applicable)</i></p>	<p><i>Company Name</i></p>
<p>If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:</p>	