

Volume 1-Bid Information

OFFICE OF PROCUREMENT

805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947

5/2025

DATE ISSUED: 09/18/2025

BIDS DUE BY: 10/02/2025 12:00 PM EST

This bid is designated as an electronic bid per CMC 321-24. Go to <https://vss.cincinnati-oh.gov/vssprod/Advantage4> for instructions. By submitting the bid, you are verifying the person submitting the bid is authorized to legally bind the company.

	Contact Person	Email Address	Agency Number	Req Number
BUYER	Alexa Kafury	Alexa.kafury@cincinnati-oh.gov	No	Req No

COMMODITY CODE	DESCRIPTION
Code	ACCOUNTS RECEIVABLE COLLECTION SERVICES
	(AS DETAILED HEREIN)

PLEASE NOTE: This is an online bid and is divided into three (3) volumes. Volume One is the Bid information and does not need to be returned. Volume Two is the Forms and questionnaires that **MUST** be completed. Volume Three is the Excel pricing sheets and **MUST** be completed in the highlighted areas (yellow) and return as an attachment with the signed forms in Volume Two. In VSS you will only need to enter the Unofficial Total on line one.

This bid will not be read publicly. No hard copies of bids will be accepted. Bidders must submit bids electronically through the City's Vendor Self Service website. Bidders must be registered to submit a bid. Bidders can register and submit bids at <https://vss.cincinnati-oh.gov/vssprod/Advantage4>.

Bidders must submit pricing on all commodity lines on electronic bid. Blank pricing on commodity lines will be considered a bid of \$0.00.

Unofficial ONLINE bid results can be viewed after the bid closes at the City's Business Opportunities website: <https://www.cincinnati-oh.gov/noncms/cmqr/business-opportunities>.

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDER

- 1) **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
- 2) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.
- 3) **Workers' Compensations:** The bidder or contractor agrees to furnish an official certification or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required by the Bid Document.
- 4) **Infringements and Indemnification:** The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City wherever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
- 5) **Default Provisions:** In case of default by the bidder or contractor, the City of Cincinnati may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
- 6) **Pricing:** Prices should be stated in unit of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
- 7) **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges. As delivery may be a deciding factor in the award of an order, it is important that the bidders furnish delivery information in the space provided.
- 8) **Specifications:** Unless otherwise stated by the bidder the bid will be considered as being in strict accordance with the specifications outlined in the Bid Document.

Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description *unless* a departure or substitution is clearly noted described in the bid and approved by the City.
- 9) **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
- 10) **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance. If no cash discount is indicated in the space provided in the Bid Document the terms will be considered as Net-thirty (30) days. Cash discount offered for payment in fewer than twenty five (25) calendar days cannot be considered.
- 11) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed. The Office of Procurement will continue to issue the exemption certificates upon request.
- 12) **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
- 13) **Award:** Unless otherwise specified in the Bid document of the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidder may submit bids on any item or group of items, provided however that the unit prices are shown as requested. Award provisions are set forth in the Bid Document.
- 14) **Payments:** Partial payments may be made upon presentation of a properly executed Invoice unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City.
- 15) **Bidder's Signature:** Each bid form and all forms requiring signature must be signed by the bidder at the time of submittal with his usual signature. All signatures should be in full. Failure to do so shall result in the bid being rejected as non-responsive. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner."
- 16) **Submission and Receipt of Bids:**
 - a) Bids, to receive consideration, must be received prior to the specified time of closing as designated in this Bid Document.
 - b) Bidders must use the forms specified within the bid document. Failure to do so may invalidate the bid.
 - c) Separate bids must be submitted on each reference number.
- 17) **Bidder Agrees:** In compliance with this invitation of bids and subject to all conditions listed herein, the bidder offers and agrees: if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in, accordance with the specification applying and the price set opposite each item.

18) **Policy of Non-Discrimination:**

- a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
- b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.

19) **Expiration of Obligation:** All disbursements hereunder must be properly invoiced within ninety (90) days after the Completion date as set forth in the purchasing document. The City shall have no obligation as to invoices submitted thereafter.

20) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**

21) **Interpretation of Bid and/or Contract Documents**

No oral interpretation will be made to any bidder as to the meaning of the Bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the office of the Office of Procurement. In addition, copies will be mailed to each person holding Bid and/or Contract Documents. It shall be the bidder's responsibility to make inquiry as to any interpretations issued. All such interpretations shall become part of the Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.

22) **Changes and Addenda to Bid Documents**

Each change or addenda issued in relation to this document will be on file in the Office of Procurement. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

It shall be the bidder's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

Information on all changes or addenda will be available at the office of the City Purchasing Agent no less than five (5) working days prior to scheduled bid opening date.

Total bid inquiry or specific item cancellations may be issued later than the time specified above.

23) **Cooperative Purchasing**

The City of Cincinnati and other governmental entities may purchase the commodities indicated in this solicitation and the resulting contract. Each Entity will issue its own purchasing document based on the contract's pricing.

ADDITIONAL INFORMATION AND AUTHORIZED COMMUNICATION

Questions or requests for additional information regarding this solicitation shall be directed in writing to the assigned City of Cincinnati Buyer, Alexa Kafury, via email at alexa.kafury@cincinnati-oh.gov.

Starting on the date a procurement solicitation is issued and expiring on the date the contract is awarded, actual and prospective respondents or bidders (including their representatives or persons acting on their behalf) are prohibited from contacting any City employees other than the assigned Buyer or a representative from the City's Office of Procurement, in any manner regarding this solicitation. Any contact other than with the assigned Buyer or the City's Office of Procurement during the no contact period may be justification for rejection of the violator's bid.

INITIAL CONTRACT PERIOD

The materials/services shall be delivered, as ordered, during the period beginning on the effective start date of the contract and ending twelve (12) months after the effective date of the contract.

OPTIONAL RENEWAL PERIOD(S)

At the sole discretion of the City the contract may be renewed for four (4) additional (12) twelve-month periods ending October 31, 2030.

These options shall be automatically exercised unless written notice to the contrary is filed with either party not later than ninety days prior to the expiration of the current contract period. Such notice shall be provided in writing.

It is understood and agreed that the contract may be renewed only under the same conditions governing the original contract.

SEND INVOICE TO

Invoices must be submitted on the contractor's standard invoice and mailed to:

Cincinnati Water Works
Business Services Division
Accounting Dept.
4747 Spring Grove Avenue
Cincinnati OH 45232

They may also be e-mailed to accountspayable@gcww.cincinnati-oh.gov.

The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, etc.) to facilitate audit of invoices by the City of Cincinnati.

OHIO SALES TAX

Prices should not include Ohio Sales Tax on materials used on this project.

The City will furnish exemption certificates to the contractor upon request to the Office of Procurement.

TERMINATION

The City may terminate this Agreement at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

BINDING AGREEMENT

By submitting a bid in response to this Invitation to Bid (ITB), the Bidder acknowledges and agrees that submission constitutes an offer to contract and, if awarded, the Bidder shall be bound by all terms, conditions, specifications, and requirements set forth in this ITB. The Bidder further affirms that the individual signing the bid electronically through the City's Vendor Self Service System (VSS) is duly authorized to do so on behalf of the company and to bind the company to the terms herein.

By signing and submitting a bid electronically through VSS, the Bidder expressly agrees that all terms and conditions of this ITB are non-negotiable. Any exceptions, modifications, or conditions proposed by the Bidder shall be deemed non-responsive and may result in disqualification of the bid.

EEO PROGRAM

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the vendor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the bid due to the vendor being non responsive.

CHANGE ORDERS

If, by mutual agreement, both parties desire to modify the scope, schedule, budget or unit pricing of this Contract, a Change Order must be fully executed prior to any of the modifications taking effect or work commencing. In no event shall the City pay any costs above the agreed-upon and prior certified amounts, and Contractor shall not proceed with any work which has not been authorized, in the absence of such Change Order.

SMALL BUSINESS ENTERPRISE (SBE) AND MINORITY & WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAMS

Requirements of the City of Cincinnati Municipal Code Chapter 323 (SBE Program) and 324 (M/WBE Program), and amendments thereto are applicable. The contract with the City shall be subject to, and the contractor shall comply with, the provisions of Cincinnati Municipal Code Chapter 323 and 324. Section 323-99 and 324-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or via <http://www.cincinnati-oh.gov/inclusion/>.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, which includes the utilization of Small Business Enterprises ("SBEs"). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The Bidder is responsible for verifying that each SBE or M/WBE to be used on a contract is certified by the time of bid closing. The M/WBE and/or SBE named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified SBEs and/or M/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

OFFEROR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, **by signing this bid** and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing.
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity.
- If awarded the contract, we will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion.
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

ASSIGNMENTS AND SUBCONTRACTING REQUIREMENTS

The contractor agrees to constantly supervise and monitor personnel to ensure faithful prosecution of the work. The contractor shall not assign or subcontract the work or any part thereof unless prior approval from the City's Chief Procurement Officer using the Supplies and Services Subcontractor Approval and Substitution Request Form contained herein.

AWARD BY SECTION

Prices should be quoted in the units requested and bidders may quote on any or all Sections; however, the City reserves the right to award separate contracts for each Section or for any combination of Sections, whichever in the opinion of the awarding authority is in the best interests of the City. For a bid under any Section to receive consideration, prices must be quoted for each and every item of that Section.

MULTIPLE AWARDS

It is the intent of the City to award multiple contracts. Multiple contracts may be awarded in order to assure an adequate supply of collection services as needed at any time. The awarding criteria will be used to select the successful bidders. Purchases from a successful vendor(s) will be at the discretion of each City agency at the time of that agency's needs.

The City makes no guarantee of percentile portion or priority of each agency's use of each contract.

The City reserves the right to issue separate purchase orders with other vendors when necessary to provide maximum efficiency and continuity of operation.

ADMINISTRATIVE FEES

The successful bidder will remit to the City an administrative fee in the amount of one percent (1%) of the total sales from this contract. The City will bill an amount equal to one percent (1%) of all expenditures paid to the contractor each quarter. Payment will be due no later than forty five (45) days after the invoice is sent to the contractor by the City.

Pricing submitted with this bid/proposal shall include the City's administrative fee and may not be added as a line item on any invoice.

TAXPAYER IN GOOD STANDING

Vendors awarded a contract should be a taxpayer in good standing with the City of Cincinnati. To verify your firm's standing and receive a verification letter, contact the City's Income Tax Division. The taxpayer in good standing request form can be found at <https://docs.cincinnati-oh.gov/form/coc/taxpayergoodstanding>. Please allow three (3) business days for processing after receipt of your request.

PRICING

Include any allowable price increases/decreases or if the pricing is firm.

SUBMISSION OF VOLUME 3

Bidders must submit Volume Three – Excel Pricing Sheets in the original Excel (.xlsx) format provided by the City. The file must not be altered, modified, or reformatted in any way, including but not limited to changing formulas, adding or deleting rows or columns, converting the file to PDF or image formats, or embedding the document within another file.

Failure to submit Volume Three in the unmodified original Excel format will result in disqualification of the bid as non-responsive.

All entries must be made only in the highlighted (yellow) input fields. The City will not accept any version of the pricing sheet other than the exact file provided with this solicitation.

WITHHOLDING AND FILING

It shall be the responsibility of the contractor to collect or withhold any monies required by law or ordinance to be filed with governmental agencies. These include City, State, and Federal earnings taxes and Social Security withholding.

AUDITOR ACCESS TO COLLECTION AGENCY RECORDS

The collection agency will allow reasonable access to its records by the City accountant and the Ohio Auditor of State to examine records relating to the use of City funds under the Agreement.

INSURANCE

See Form 160 attached.

LIABILITY & FIDELITY BOND

The Contractor (Collection Agency) shall indemnify, defend, represent and hold harmless the City in any and all claims, actions or causes of action that arise from or are related to the actions of the collection agency, as requested by the Agreement.

As a condition of awarding and executing a contract resulting from this solicitation, the Contractor shall be required to carry Fidelity Insurance or a Blanket Fidelity Bond, in the minimum amount of \$100,000.00 with a "Loss Payee Rider" naming The City of Cincinnati as "Loss Payee". This shall be on an industry standard fidelity insurance or bond form and shall cover the initial contract term and all optional renewal periods.

Upon request, and acceptance by the Chief Procurement Officer, the Contractor shall be required to periodically furnish evidence to the Chief Procurement Officer of the required Fidelity Bond for each subsequent contract period. If such bond or insurance is canceled or reduced, Contractor will notify the Chief Procurement Officer immediately, and the City may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of the City.

QUESTIONNAIRE:

This questionnaire, required to be completed by the Bidder, shall become an obligation to be fulfilled by the successful Contractor as part of the Contract.

DETAILED SPECIFICATIONS

SUPPLEMENTAL INFORMATION FOR BIDDERS

Kinds of Accounts to be Referred

The City of Cincinnati invoices both consumer and commercial customers for various charges. Examples of these charges are: use of the Convention Center; installation of water taps and sewer laterals (and their repair); false alarms, rent for City property; claims for damage to City property; and selected delinquent water and sewer bills.

The claims placed with collection agencies by the City of Cincinnati were approximately \$471,295.77 in 2012 and \$1,130,189.48 in the year 2011. These referrals came from the following agencies: Treasurer's Office, Greater Cincinnati Water Works (GCWW), and Income Tax (I/T).

All accounts over \$1,000 are first referred to the City Solicitor's Office for review. Lawsuits are filed by the Solicitor's Office if deemed appropriate. Accounts where lawsuits are not filed or accounts where a judgment has been awarded and not collected, will be turned over to the collection agency. Tax cases are also referred to an outside law firm thru Solicitor when cases are greater than \$1,000.00

Greater Cincinnati Water Works (GCWW), or other City Agency, tries to collect first then if the amount is less than \$10,000, GCWW refers to Collection Service. If an account is \$10,000 or greater it goes to the City Solicitor. If the City Solicitor cannot collect they will refer it to an outside law firm. If the owner is out of state, then it goes to an outside law firm, and finally, if the City Solicitor gets a judgment and funds aren't paid to the City Solicitor's Office then the account gets referred to an outside law firm. All outside law firms must report collections per the detailed specifications herein. Income Tax and Treasury uses Collection Services for cases that are under \$1,000.00.

When City Agencies are unsuccessful in collecting payment on their receivables, the accounts are referred to the Treasury Division for further collection actions. After referral to the Treasury Division, the accounts may be worked by the Treasury Division, referred to the City Solicitor, or referred to a collection agency to obtain payment.

Treasurer's Office	Year	Number Invoiced	Amount Invoiced	Amount Paid	Adjustments/Corrections
	2024	13,220	27,770,890	(25,400,689)	(1,976,336)
	2023	15,785	26,606,104	(24,315,408)	(809,785)
	2022	11,695	20,866,016	(19,422,791)	(1,655,563)
	2021	10,295	19,630,297	(20,124,015)	(985,199)
	2020	8,060	23,559,519	(20,061,638)	(1,612,207)

*Adjustments/corrections include all credit memos processed by agencies on the ARS system. The majority of adjustments are reversals of invoices issued in error, invoices eliminated through appeal hearings, administrative agreements, etc. Positive adjustments include overpayments and payments on accounts that had been written off. Documentation for adjustments is maintained at the agency level.

CWW	Fiscal Year	Number of		
		Referred Accounts	Referred to Collections Amount	Collected by Outside Agencies
	2025	4146	\$2,599,477	\$666,711
	2024	4001	\$2,236,587	\$840,722
	2023	3576	\$2,914,867	\$997,979

SUPPLEMENTAL INFORMATION FOR BIDDERS (continued)

Income Tax	Year	Number	Amount	Collected
	2012	247*	\$51,254.00	71,252.00
	2011	1482	\$708,659.00	\$100,727.00
	2010	1935	\$1,137,122.00	\$123,354.00
	2009	3257	\$2,277,383.00	\$127,218.00
	2008	635	\$267,035.00	\$NA
	2007	1393	\$503,584.00	\$NA
*Stopped tracking				

Bidder's Note: Income Tax states that the report includes data that may not be very reliable, but could be used for trends. Income Tax does not manually track each referral or collection. Income Tax considers each tax year a case. Because Income Tax deals with confidential tax data, especially in cases where they may use Federal Tax Data from the IRS, there are certain requirements that collection agencies must comply with in cases where they may be exposed to IRS data. Bidders should refer to Exhibit 7 Titled Safeguarding Contract Language Section #1, #2, and #3 included and made part of this requirementDETAILED SPECIFICATIONS

A. Record Keeping Requirements

1. Payments

- a.) Money collected from the debtor for the Treasurer's Office and I/T is to be remitted to the City of Cincinnati Treasury, gross, within twenty-one (21) days.
- b.) Money collected from the debtor for GCWW is to be remitted to GCWW, gross,

with each monthly invoice from the vendor.

- c.) Payments to the City should be gross amount for the collection of that account.
- d.) Remittance advice required with each check from your agency detailing the following:

Debtor's name and current account number, City invoice number, date referred to your agency (month/year), original amount referred, gross amount collected, amount of your fee to be remitted back to the collection agency, and balance owing on that account.

- e.) Remittance of payments collected from one debtor may not be reduced by costs or fees which the City owes on another debtor's account.
- f.) Charges that are billed to the City, such as court costs and collection fees on money collected directly by the City, shall be on a separate statement or bill. The contractor will be responsible for collecting such costs.

2. Reports

- a.) The City requires the following reports:
 - 1.) Acknowledgment that the agency has received an account referral.
 - 2.) Monthly report showing all the accounts closed that month.
 - 3.) A monthly report of accounts in your custody over 180 days from the listing date and the status.
 - 4.) Monthly report of all accounts in the agency's custody and the status of the account.

DETAILED SPECIFICATIONS

Continued

2. Reports - Continued

- 5.) Annual report showing all the accounts you had at the beginning of the fiscal year (July 1 – June 30), all new accounts referred, all accounts closed (and why), amount collected, and status.

3. Separate Accounts

- a.) The following agencies should have separate accounts and should be reported independent of each other:
 - 1.) Treasury Office
 - 2.) Income Tax Division
 - 3.) Water Works Department

B. Special Handling of Accounts

2. Active Payment Arrangements:

If the agency is able to set up an acceptable payment arrangement with the property owner, and payments are being made, the account is kept open indefinitely upon mutual agreement to do so.

- a. The account may be closed at the mutual agreement of the City and the collection agency, if the debtor's payments become sporadic, or stop. At that point, the agency's collection efforts cease.

DETAILED SPECIFICATIONS

2. Active Payment Arrangements (Continued)

- b.) If the account is closed because payments are not made regularly, the City may certify the charges to the County Auditor for collection with the property taxes. At that point, any money collected would not be subject to a fee to the collection agency.

3. Legal Accounts

- a.) If the City of Cincinnati Solicitor's Office allows your agency to sue on behalf of the City, prior written authorization is required.
- b.) Photocopies of all correspondence from attorneys regarding City accounts must be sent to the City Treasurer or designated representative in a timely manner. This pertains in particular to request for suit costs, interrogatories and settlement offers.

4. Bankrupt Accounts

- a.) Bankrupt accounts are to be closed and returned to the City, along with any notices that you have received from the bankruptcy court.

5. Settlements

- a.) Collection services agencies may authorize settlements on accounts by offering a 15% discount to be applied only after payment of 85% of the full amount due has been received by the collection agency.
- b.) Settlements may only be offered after five (5+) or more documented attempts to collect have been made by the collection agency. Attempts must include both calls and written collection notices.

6. Additional Information

- a.) The agency is to report gross amount of partial payments collected to the City, (This would be the case with Time Payment Plans.).
- b.) The successful agencies for this bid shall have the opportunity to work the files of accounts left uncollected by the current vendors, except for those with a current payment arrangement.

DETAILED SPECIFICATIONS

Continued

**DISPOSITION OF ACCOUNTS
AFTER TERMINATION OF THE AGREEMENT**

1. If the Agreement is terminated before the agreement period or Optional Renewal Period ends:
 - a. The agency's key contact person will meet with the City Treasurer's designated representative within 30 days after the termination is in effect to close out the accounts in its custody.
 - b. At the meeting, the agency will present a summary report to the City listing all the accounts in its custody. The summary report shall include:
 - 1.) List all legal accounts, including the following information:

Name of account, date referred to the agency, City's invoice number, amount referred and amount owing, status (in litigation or judgment granted), date of judgment and next renewal date, judgment number, and name and address of the attorney who handled the case.
 - 2.) List all accounts with active payment agreements, including the following information:

Name of account, date referred to the agency, City's invoice number, amount referred, amount owing, and terms of the payment arrangement.
 - 3.) List all doubtful accounts and state the reason why. Also list:

Name of account, date referred to the agency, City's invoice number, amount referred, and amount owing.
 - 4.) List all other active accounts:

Name of account, date referred to the agency, City's invoice number, amount referred, and amount owing.
2. If the Agreement is not renewed at the end of an Agreement period (exit meeting):
 - a. The agency's key contact person will meet with the City Treasurer's designated representative within thirty (30) days after the Agreement period expires.

DETAILED SPECIFICATIONS

Continued

**DISPOSITION OF ACCOUNTS
AFTER TERMINATION OF THE AGREEMENT**

- b. At the exit meeting, the agency will present a summary report to the City listing all the accounts in the agency's custody. The summary report shall include:
- 1.) List all legal accounts, including the following information:

Name of account, date referred to the agency, City's invoice number, amount referred and amount owing, status (in litigation or judgment granted), date of judgment and next renewal date, judgment number, and name and address of the attorney who handled the case.
 - 2.) List all accounts with active payment agreements, including the following information:

Name of account, date referred to the agency, City's invoice number, amount referred, amount owing, and terms of the payment arrangement.
 - 3.) List all doubtful accounts and state the reason why. Also list:

Name of account, date referred to the agency, City's invoice number, amount referred, and amount owing.
 - 4.) List all other active accounts:

Name of account, date referred to the agency, City's invoice number, amount referred, and amount owing.
- c. Disposition of Legal Accounts
- 1.) At the exit meeting, the agency will present a list of legal accounts to the City Treasurer's designated representative, as stipulated in part 2.b.1. above.
 - 2.) Upon mutual agreement, the agency may continue to monitor legal accounts to obtain a certificate of judgment on any case still in the process of being sued.

DETAILED SPECIFICATIONS

Continued

**DISPOSITION OF ACCOUNTS
AFTER TERMINATION OF THE AGREEMENT**

- d. Disposition of Active Payment Plan Customers
 - 1.) At the exit meeting, the agency will present the list of Active Payment Plan Accounts to the City Treasurer's designated representative as stipulated in part 2.b.2. above.
 - 2.) Upon mutual agreement, the agency may continue to collect payments from accounts with active payment arrangements at the time of termination.
 - 3.) The agency is entitled to the collection fee in effect at the time the account was referred.
- e. Disposition of All Other Accounts
 - 1.) At the exit meeting, the agency will present a list of all doubtful accounts and all other active accounts to the City Treasurer's designated representative, as stipulated in parts 2.b.3. and 2.b.4 above.
 - 2.) All other accounts are to be closed by the agency and returned to the City, along with a copy of the collection notes pertinent to each account.
 - 3.) The City will determine whether to try to collect these accounts or refer them to a different collection agency.
 - 4.) No fee will be due to the collection agency for money collected from these accounts later than 30 days from the expiration of the Agreement period.
 - 5.) The Agency is entitled to a collection fee on any money collected from these accounts within 30 days from the expiration of the Agreement period, at the rate in effect at the time the account was referred to the agency.

CONTRACTORS INSURANCE

1. ALL INSURANCE

1.1 General

It shall be the responsibility of the contractor to protect all life and property, and to protect himself, subcontractors, and the City from operations carried out in the performance of this contract.

The contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the City feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the City Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

1.2 Proof of Carriage

The policies or certificates of proof shall be delivered in triplicate to the City Purchasing Agent, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1972.

2. STATE OF OHIO WORKERS COMPENSATION INSURANCE

2.1 Coverage Required

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

2.2 Proof of Carriage

Certificate or Policy

3. GENERAL LIABILITY INSURANCE

3.1 Coverage Required

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the contractor and any subcontractor performing work covered by the contract and the City of Cincinnati from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

3.2 Proof of Carriage

(a) A policy or policies naming the contractor, subcontractors, and the City of Cincinnati as an additional insured or,

(b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the contractor and subcontractors have the specified coverage and endorsed to include the City of Cincinnati as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.

4. OTHER INSURANCE

4.1 Coverage Required

At least the types and in the amounts specified on the reverse of this form. When hazards exist which are not normally covered by general liability insurance they shall be covered by a rider to the general liability policy or by a separate policy.

4.2.1 Demolition Coverage

When demolition work is performed, demolition coverage is required by a rider to the general liability policy or by a separate policy.

4.3 Proof of Carriage

Unless otherwise specified, proof shall be in the form stated in section 3.2.

5. FAILURE TO KEEP INSURANCE IN EFFECT

If insurance is permitted to lapse, payment for work done or commodity furnished during the period when the insurance is not in effect will be withheld by the City. Reinstatement of insurance effective to the date when it lapsed will be required before payment by the City will be made for the withheld amount.

BASIC INSURANCE COVERAGE

General Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Personal Injury	\$1,000,000 Per Occurrence
	Aggregate	\$2,000,000

Automobile Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Aggregate	\$1,000,000

Note: Coverage should include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Builders Risk

"All Risk" Builders Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractors name.