ORIGINAL

City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No: **P07-0033**

Proposal Due Date: **March 13, 2007**

Materials and/or Services: **Billing Collection Services**

Proposal Time: 5:00 P.M. MST

Contact: **Christine Finney**

Project No:

Location: City of Peoria, Materials Management

Phone: (623) 773-7115

Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

Arizona Transaction (Sales) Privilege Tax License Number: _____

For clarification of this offer contact:

Name: DALE LIND

Telephone: 623-931-4335 Fax: 623-934-4041

VALLEY COLLECTION SERVICE
Company Name

Authorized Signature for Offer

7025 N 58th AVE
Address

DALE LIND
Printed Name

GLENDALE AZ 85301
City State Zip Code

OWNER
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal Issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

Mary Jo Klef, City Clerk

CC: _____

Contract Number: CON 20907 A

Official File: _____

City of Peoria, Arizona: Effective Date: 4-15-07

Approved as to form:

William L. Emerson, Assistant City Attorney

Stephen M. Kemp, City Attorney

Contract Awarded Date: 4-14 2007

Herman F. Koebergen, Materials Manager

COP 203RFP (9/98)HFK

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
   a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
   c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
   d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
   e. Periods of time, stated as a number of days, shall be calendar days.
   f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. **AWARD OF CONTRACT:**

    a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

    b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*.

    c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

   This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

   This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements

stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

    The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

    a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

    b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

    Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

    a. Waive the non-conformance.

    b. Stop the work immediately.

    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P07-0033**

Materials Management Procurement
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Billing Collection Services.

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

   Any orders placed to the Contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5. **Contract Type:** Fixed Price Term Indefinite Quantity.

6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.

7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

8. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

9. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. The proposals should be submitted in the maximum length of 25 pages. DO NOT BIND THE ORIGINAL COPY.

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10. **Proposal Content:** The following items shall be addressed in the proposal submission:

    A. Project Scope:
    - Understanding of the Scope of Work
    - Plan and Method of Approach to accomplish the Scope of Work
    - Anticipated City Involvement

    B. Experience:
    - Firm's Experience
    - Staff's Experience
    - Staff Assignments
    - Overall firm and staff projected workload
    - Location of office performing the services

    C. References from Similar Projects:
    - Four (4) Owner references completed or ongoing within the last five (5) years

    D. Additional Data Support (optional):
    - Service Enhancements
    - Professional Affiliations
    - Detailed Resumes

    E. Exceptions:
    - Any exceptions to any part of the RFP must be clearly noted and identified

11. **Submittal Requirements:** **Submittal Requirements and Evaluation Criteria are described on Pages 20 & 21.**

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

14. **Confidential Information:**

    a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

    b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

    c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

    d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the services provided herein.

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16. **Inspection:** All work provided under this contract shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.

17. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.

18. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

19. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

20. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

21. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.

22. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

23. **Price Adjustment:** The City of Peoria, Materials Management Division will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City of Peoria, Materials Management Division will determine whether the requested price increase, or an alternative option, is in the best interest of the City. The contractor shall likewise offer any published price reduction to the City concurrent with its announcement to other customers. Advanced 30 day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City of Peoria, Materials Management Division.

24. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

    Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

25. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

26. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

27. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

    a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

    b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

28. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

    All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

    The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

    Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

    The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

    The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

    The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

    The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

29. **Required Insurance Coverage:**

    a. Commercial General Liability

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than $1,000,000 each claim.

30. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

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In the event any insurance policy(ies) required by this contract is(are) written on a Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

31. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

32. **Independent Contractor:**

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

33. **Cancellation:**

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A. The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

1. The contractor provides material that does not meet the specifications of the contract;
2. The contractor fails to adequately perform the services set forth in the specifications of the contract;
3. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
4. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

B. Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
4. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
   a. Deduction from an unpaid balance;
   b. Any combination of the above or any other remedies as provided by law.

	SCOPE OF WORK	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P07-0033**	

1. **OVERVIEW:**

The City of Peoria is responsible for providing basic municipal services. Primary services delivered by the City's departments, functions and employees include Police, Municipal Courts, Fire Protection, Parks, Recreation, Libraries, Solid Waste, Water, Wastewater, Transportation (including Streets and Public Transit) Building Safety, Public Works, Community Development (Neighborhood Services), Community and Economic Development, and Convention and Cultural Services.

The City's operating budget is financed in large part by billings to citizens, businesses, and customers by various departments, sales taxes reported and paid to the City, licenses and permits issued for various purposes. In addition, Water, Wastewater, Solid Waste (refuse) charges and fees all combine for a large portion of the City's operating budget.

As with any accounts receivable billing process, accounts can periodically become delinquent necessitating some form of collection activity. The Finance Department has a Billing and Collection Division that pursues collection of past due accounts receivable balances.

After internal collection efforts are exhausted, accounts receivables are written off for financial statement purposes. Volumes of dollars of accounts are estimated only and do not guarantee the number and value of accounts that may be referred. Amounts and numbers of delinquent accounts to be periodically transferred to the successful Contractor after the initial transfer cannot be accurately estimated at this time. The types of accounts referred may also be modified over the life of the contract.

2. **BACKGROUND:**

A. The City of Peoria currently has an outstanding volume of approximately 5,000 unpaid, inactivated utility accounts. The unpaid balances of these inactive utility accounts are approximately $550,000. There is more than an additional 2,700 other accounts throughout the City with a value of over $229,000.00, each account is over 60 days past due.

B. The debtors representing these unpaid accounts have been notified by the City of their debt and have failed to resolve said debts.

3. **PERFORMANCE OBJECTIVES AND REQUIREMENTS:**

A. The City proposes to establish a contract with a collection firm (Contractor) to perform debt collection services for the accounts receivable which have been deactivated or written-off after City collection efforts are exhausted in all categories referred.

B. The City of Peoria does <u>not</u> intend to sell debt under the terms of this contract.

C. The services to be performed include, but are not limited to the following:

1. collect funds owed to the City of Peoria
2. maintain historical and transactional databases which are timely, accurate, and able to be audited
3. maintain professional standards for customer service

4. **REQUIREMENTS:**

(The term Contractor used throughout this RFP is used to define the firm selected to perform the work specified in this RFP.)

A. The Contractor shall perform all services as described herein. Any deviations in services shall have prior approval of the City. The Contractor shall explain in detail how the deviation would be of material benefit to the City and specify how service would be provided. All work performed shall be conducted according to applicable provisions of the Federal Fair Debt Collection Practices Act.

B. The Contractor staff shall meet periodically with City staff, when requested, to discuss all services.

C. The Contractor and the City shall mutually establish written procedures, within the scope of these specifications, for handling the services described herein. Such procedures are subject to the City's approval.

D. The Contractor shall have, as a minimum, the capabilities listed herein, and the proposal submitted must reflect in detail the inclusion of these services as well as the degree of expertise in utilizing these capabilities.

E. The Contractor shall provide services compatible with the City's standard work week.

F. The Contractor must have sufficient financial capacity, working capital and other financial, technical and management resources to perform the contract.

5. **REQUIRED SERVICES (Data Transfer):**

A. Account information transfer will be agreed upon after contract award and Contractor will provide a plan for initial account transfer subject to City approval. Initial account transfer plan should be in place within (10) days after contract award, unless otherwise agreed by the City's representatives.

B. The Contractor shall provide all hardware and software maintenance necessary to support the collection system and the data transfer function during the contract term.

C. The Contractor shall ensure the confidentiality, security and safety of all City of Peoria files, documents, computer files, etc.

6. **COLLECTION PROCESS:**

A. The Contractor shall maintain accurate records of any collection transactions received, including cash, money order, credit card, debit card and check payments; these payments must be transmitted in full to the City monthly. Detailed procedures for remittance processing will be developed by the City with the Contractor.

B. The Contractor shall provide written documentation of the City of Peoria account numbers corresponding to payments written on all payment transactions; in addition, appropriate mechanisms for verifying and tracking all payments received shall be forwarded to the City.

C. The Contractor shall be responsible for contacting sender of monies when insufficient data is available to identify on which account(s) payment was made.

D. The Contractor shall be responsible for collecting on any non-sufficient fund items.

E. The Contractor shall provide for immediate telephone contact with a company representative for the various City accounts during the City business hours, 8:00 a.m. to 5:00 p.m. (Arizona Time). A maximum of twenty-four (24) hours turnaround time for acknowledgment of the City's inquiries is required.

F. The Contractor shall provide reporting of debts, payments and paid accounts to credit bureau(s).

G. The Contractor shall clearly document all settlements proposed demonstrating the collection activity on the account and the justification for the settlement. Settlement proposals shall be referred to the City for approval.

H. The Contractor shall stop performing collection procedures on accounts if directed by the City representatives, without the City incurring any charge.

I. The Contractor shall notify the City representatives when collection efforts have been exhausted.

J. The Contractor shall submit all information on accounts back to the City in the format designated by the City.

K. The Contractor shall return any accounts to the City, as requested by the City, without the City incurring any charge.

L. If the Contractor discovers the debtor is deceased, the Contractor shall pursue an estate residual. If recovery is unavailable, the Contractor shall provide documentation that the Contractor filed a claim with the decedent's estate and/or Contractor attempted to have the estate liquidated to recover the debt.

M. If after beginning collection activities, the debtor disputes the amount owed in writing, the Contractor shall refer the case to the City or appropriate department for resolution of the dispute. The Contractor shall adjust account balances, as directed by the City. The Contractor's fee shall be based on the adjusted amount.

N. The Contractor shall provide hard copy reports of delinquent account information (including, but not limited to: mailing of notices, payment, contact with the debtor) to the City on an account-by-account, per request basis.

O. The Contractor shall provide information regarding the Contractor's proposed collection techniques (telephone contact, additional notices, other means) should be provided. The Contractor should indicate, by size of account, which techniques shall be used.

P. Contractor shall have the ability to provide an on-site employee if required. City may have the need for an on-site employee for training or development purposes.

Q. Ability to supply the City with daily activity reports, when requested, with specific information regarding accounts referred.

R. Ability to work with A.D.O.R. in the participation of the Department of Revenue's Debt Set Off program for the collection of delinquent debts through execution procedures.

S. At the termination of the contract, the City will notify the Contractor in writing stating the action the Contractor shall make with any City accounts in the Contractor's possession; which may include the termination of all collection activity, the return of all accounts and the cancellation of all files at any and all credit bureaus.

7. **RECORD KEEPING:**

A. The City reserves the right to perform or assign a firm on its behalf an audit to ensure that all amounts collected are accurately remitted and reported.

B. The Contractor's books of account shall be kept in accordance with generally accepted accounting standards.

C. Accurate accounting is required for all reporting.

D. The Contractor shall retain all books, records, and other relevant documents for a minimum of five (5) years after contract expiration.

E. The Contractor agrees to grant permission to the City Auditors to review all work-papers retained by the Contractor's independent accountant.

8. **REPORTS:**

A. The Contractor shall submit at a minimum a monthly detail listing of all payments received and status of disputed claims, monthly summary reports and program-to-date totals for transactions received from clients and monetary transactions received from accounts and from the City of Peoria. The report is due on the tenth (10) working day after the end of the month.

B. The reporting structure shall be based on the needs of the City and approved by the City.

9. **COLLECTION FEES:**

A. The Contractor shall assess to the City a percentage of the collected amounts for the assigned accounts (accounts that have been placed for collection) that are paid (either directly to the Contractor or to the appropriate City department). Accounts will also be maintained on the City's database. All fees paid to the Contractor by the City are contingent upon the amount of money actually collected during the billing month.

B. Any collection costs incurred as a result of the collecting of accounts are the sole responsibility of the Contractor. Payment of all applicable taxes is the responsibility of the Contractor and shall be included in the collection fee. All fees quoted shall be firm and fixed for the full contract period and any extension.

C. The City shall remit the appropriate percentage fee to the Contractor by the last business day of the month following the collection activity. Any discrepancies between Contractor and City records relating to fees owed to the Contractor shall be set aside until a full review and resolution can be determined.

10. **IMPLEMENTATION:**

A. The Contractor shall meet with representatives of the City within ten (10) days of the contract award to develop specific procedures, report designs and notices to debtors. After receipt of the accounts, first notices shall be mailed by the Contractor no later than forty-five (45) days after contract award, unless the City authorizes a delayed schedule.

Materials Management
Procurement
8314 West Cinnabar Avenue
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Phone: (623) 773-7115
Fax: (623) 773-7118

A. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as specified in the Request for Proposal. DO NOT BIND ORIGINAL.

B. EVALUATION CRITERIA:

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Firm's Experience
2. Method of Approach;
3. References/Experience;
4. Cost Considerations;
5. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

C. PROPOSAL CONTENT: In addition to the items outlined on page 9, the following items shall be addressed in the proposal submission.

1. Service Work Plan: Offeror shall submit a service work plan detailing specific plans for meeting the service requirements of the City. At a minimum, the following items shall be addressed in the service work plan:
   - Specific collection techniques proposed.
   - Audit trails and documentation.
   - Data transfer schedules and methods.
   - Method and frequency of payment (and assorted reports) to the City.

2. References: List of at least four (4) government/corporate clients and, for each, the name and telephone number of the representative to be contacted for work performance verification.

   a. Statistics regarding the age and dollar value of accounts and the collection success rate (percent collected by the firm) should be included in this section.

   b. Detail regarding all previous utility, general accounts receivable, sales tax, liquor fees, library fees, court fees/fines, utility/street assessments, and any other collection projects performed by the Offeror. For each such project, provide statistics regarding the age and dollars value of accounts issued and the collection success rate (percentage collected by the firm).

   c. Detail regarding collection experience applicable to the collection of utility, general accounts receivable, sales tax, liquor fees, library fees, court fees/fines, utility street assessment accounts. Explain how such projects are similar to the collection of the above listed types of accounts.

3. Cost Proposal/Fee: Offeror shall submit a detailed cost proposal including standard collection fees (i.e. a percentage of the collected amount).

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D. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on March 13, 2007.

Proposals shall be submitted in one (1) original and four (4) copies and shall be delivered to:

City of Peoria
Materials Management
8314 West Cinnabar
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this RFP should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail: Christine.Finney@PeoriaAZ.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.

	QUESTIONNAIRE	**Materials Management Procurement** 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P07-0033**	

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No__X__.

If yes, please provide details and documentation of the certification.

VALLEY COLLECTION SERVICE
7025 N. 58th Ave., Glendale, AZ 85301
(623) 931-4325, Fax (623) 934-4041
Toll Free: 1-800-244-9665

City of Peoria

Proposal for RFP #P07-0033

Billing Collection Services

March 13, 2007
5:00 p.m.

Submitted by

Valley Collection Service
7025 N. 58th Avenue
Glendale, AZ 85301

Contact

Dale R. Lind, Owner/Manager
Telephone: (623) 931-4325
Facsimile: (623) 934-4041

ORIGINAL

ALLEY COLLECTION SERVICE

7025 N. 58th Ave., Glendale, AZ 85301
(623) 931-4325, Fax (623) 934-4041
Toll Free: 1-800-244-9665

3/13/07

City of Peoria
Christine Finney
Materials Management
8314 W. Cinnabar
Peoria, AZ 85345

Dear Ms Finney:

In the pages that follow we will thoroughly demonstrate our competence and qualifications for the services you require, and that we have the ability and desire to provide immediate and consistent collection efforts for the City of Peoria.

In all areas of collections we have the trained personnel, management resources, operational capability, technical resources, years of experience, customized service, timely management reports, superior collection services and overall excellence that today's clients demand. As professionals, we rely on experience and knowledge to determine which procedure facilitates the best results. To better serve the diverse population of the Southwest, we have several bilingual staff members on duty at all times. In addition, our collection notices go out in both English and in Spanish.

Our hands-on approach makes the collection process easy and effective. Fees are typically added directly to the debtor's past due amount so you receive 100% of the monies owed you. Our average collection rate is 32% (the national average collection rate is only 20%) with an average collection time of 30-120 days. We accomplish this higher than average collection rate by keeping our primary focus on providing unparalleled collection service to our clients, and treating both clients and debtors with the utmost respect. Prompt follow up and follow through top our list of priorities for each and every account. Our 27-year track record firmly demonstrates our expertise in the field of collections.

Our services are provided at a fair and reasonable price and we are confident that after you have made a few phone calls to Valley Collection Service clients you will find we are the best choice of a collection agency. Please give me a call at 1-800-244-9665 if you have additional questions.

Sincerely,

Mr. Dale Lind
Owner/Manager

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1.) Understanding of Scope of Work

We understand that the primary services delivered by the City of Peoria are diverse ranging from police and fire department, to utility and convention and are delivered by various departments. We also understand that the City's operating budget is financed in large part by billings to citizens, businesses and customers of these various departments.

Accounts periodically become delinquent necessitating collections. After internal collection efforts are exhausted, accounts receivable are written off for financial statement purposes.

We understand that the dollar amounts are estimated and do not guarantee the number and value of accounts that may be referred. We understand that the type and dollar amount of transfers can change over time. The City of Peoria currently has an outstanding volume of approximately 5,000 unpaid and inactive utility accounts with an unpaid balance of approximately $550,000. There is an additional $229,000 worth of accounts that are over 60 days past due.

We understand that the debtors have been notified by the City of their debt and have failed to resolve said debts and that the City proposes to establish a contract with a collection firm to perform debt collection services for the accounts receivable which have been deactivated or written-off after City collection efforts are exhausted.

We understand that the services that we perform for the City will include but not be limited to:

1.) Collecting on outstanding debt

2.) Maintaining historical and transactional databases, which are timely, accurate, and available for auditing

3.) Maintaining professional standards for customer service

4.) Meet periodically with City staff when requested to discuss services

5.) Provide services compatible with the City's standard work week

6.) Have sufficient financial capacity, working capital and other financial, technical and management resources to perform the contract

7.) Provide all hardware and software maintenance necessary to support the collection system and the data transfer function

8.) Ensure the confidentiality, security and safety of all City files, documents and computer files.

2.) Service Work Plan

Valley Collection Service customizes all collection efforts based on the need of the client. Then we employ a hands-on management approach and carefully monitor all activities per the requirements of our clients. All employees are carefully trained and monitored and account managers are assigned to small teams. We hold client update meetings every 3-6 months depending on the client's needs.

Notices are not sent out without the prior approval of the client.

1.) Collection Techniques—Our collection goal is to reach your debtor as quickly as possible and to obtain a payment agreement from them. Valley Collection Service works hard to maintain a cooperative working relationship and open communications with our clients.

Company Wide System of Customer Service- Over the last 27 years Valley Collection Service has developed a company wide system of taking care of our customers' needs.

- Drastically decrease the number of uncollectable receivables
- Dramatically increase the amount of receivables collected. For example, 50% of all hard to collect amounts were collected for Gilbert Court, and 45% for the Prescott Courts. Many of the clients we service have used other agencies in the past with poor results.
- Maintain computer hardware and software that accepts and accommodates all client data
- Custom reports and letters
- Rule based contact management
- Through the use of mobile phones, we are available to our clients 24 hours a day.

Within 24 hours of receiving debtor information an initial written notice as required by FDCPA guidelines is sent out to the debtor and recorded into our system. Telephonic contact* is attempted with the debtor to obtain a commitment to resolving the account within a few days after delivery of the first notice letter. Each debtor is contacted by phone at a minimum of once every thirty (30) days until adequate payment has been achieved and account closed. We aggressively pursue referred accounts for immediate payment in full of the balance owed. A promised payment arrangement or repayment schedule will only be considered after the debtor's situation has been thoroughly analyzed and it has been determined that payment in full is not immediately possible. Debtors also receive a series of follow-up collection letters.

We have a "Notices" series system with a series of collection notices being sent out complimented with phone calls made to the City client with a delinquent account. No notice will be sent out without having been previously approved as to wording, form and format by the City's Delinquent Accounts Section and the City Attorney. Notices are written in Spanish when appropriate.

All accounts assigned to us receive the full range of collection effort. No account regardless of age or size receives preferential treatment over other accounts. Skip-tracing activities are performed to locate all clients regardless of the balance on the account.

To meet the needs of Arizona's large Spanish speaking community, Valley Collection Service employs several bilingual account representatives and has collection notices printed in both English and Spanish.

We will collect only the amount, which the delinquent debtor owes the City on each account, plus the collection fee for recovery of costs. We do not add interest charges, service or any other charge to city accounts.

- Specific information provided by the client regarding the debtor's account are recorded into our computer system.
- Address and phone numbers are immediately verified and a skip-trace is performed where needed. We use all available contact sources to fill in insufficient data.
- A credit report is pulled for all accounts over $50.
- Within 24 hours of receiving debtor information an initial written notice as required by FDCPA guidelines is sent out to the debtor and recorded into our system.
- If the validity of the account is disputed by the debtor, a hold is placed on the account. The debtor has thirty (30) days to provide written documentation supporting the dispute.
- As soon as the written documentation of dispute is received from the debtor, it is submitted to the client for a decision as to further action.
- Non-receipt of payment or written documentation supporting a dispute within thirty (30) days, results in the account being placed against the debtor's credit status.

Note: At any time and at the client's request, we will remove an account from the credit file.

- Telephonic contact* is attempted with the debtor to obtain a commitment to resolving the account within a few days after delivery of the first notice letter.

When the debtor is available:

- Verify the full name and address of debtor
- Identify self and company, and that you are calling on behalf of the City of Peoria
- The initial recommendation to the debtor is always to settle their account in full.
- Obtain place of employment if applicable
- Ask about additional sources of income

- Ask about financial information (banks, funding sources, assets owned, etc.)
- Request payment
- Give address of Valley Collection Service or client depending on where payment is to be sent, and ask debtor to repeat address
- Inform the debtor of all consequences of broken promises
- Create a sense of urgency

When the Debtor is unavailable:

- Ask where the debtor can be reached now and for other contact numbers where the debtor may be reached in the future.
- Ask when the best time to contact the debtor might be.
- Leave a message for the person stating your name and phone number.
- Verify that the party taking the message has taken your information correctly by asking them to repeat your name and number.
- Normally within a day or two, Valley Collection Service has made contact with the debtor and has received a promise to pay in part or in full.

***Contact**- is defined as actually speaking directly to the debtor or leaving a message on the debtor's answering machine.

- Once payment is received it is recorded and submitted to the client. In addition, the client is provided a daily cash receipts report.
- Closed accounts- Accounts are closed and returned daily at the request of the client if they were received in error, or when there has been a bankruptcy or the debtor is deceased. At the time of closing an account, the debtor's history is updated.
- Debtor complaints and disputes are handled promptly and professionally. We request that all disputes be submitted in writing. A temporary hold is put on the account when there is a disputed balance and the client is contacted for account review.

Typically, non-receipt of payment or written documentation supporting a dispute within thirty (30) days, results in the account being placed against the debtor's credit status. As with any policy, we negotiate all terms of the contract with our clients within the confines of State, Local and Federal Laws governing collection service activities.

Services Provided Include (but are not limited to):

Valley Collection Service does not have a small balance threshold and we work an account until the full amount has been collected or up to the 7-year mark. Letters and phone calls are made on account until collected. We currently do not use predictive dialers and automated messages. We have a hands-on approach and frequently travel to the client to pick up new accounts. We

❒ Number of Notices Mailed- series of 15 different notices are available, but the number of notices sent depends on each circumstance.
❒ Number of Phone Calls Made- As many as necessary to generate payment or a payment schedule.
❒ Response Time- Normally we get a response right away, depends on whether we have a current phone number and address or whether they have skipped out.
❒ Inquiries answered same day as received.
❒ Contacting debtors both in writing and by phone
❒ Skip-tracing to locate debtors
❒ Updating of credit histories and delinquency reporting to credit agencies
❒ Adhering to the highest standards of professional customer service
❒ Keeping lines of communication open and honest
❒ Maintaining accurate historical and transactional databases that are always available to the courts
❒ Quality Customer Service
❒ Legal action is taken when necessary. Debtors are treated with the utmost respect.
❒ Prompt ***follow-up*** and ***follow-through*** top our list of must do's
❒ Bilingual professional staff
❒ State-of-the-art collection software system
❒ Advanced skip-tracing database searches
❒ Consulting and advisory services
❒ Custom reporting
❒ Excellent compliance record with state regulatory authority
❒ Professional personnel
We look for and hire those individuals who want to do the work, who can do the work, and who will do the work.
❒ Audits at Request- We immediately upon request provide for audits of all assigned accounts, and immediately rectify any discrepancies. In 26 years of doing business no such discrepancy has ever been found.
❒ Complaint Free Collections- We consistently accomplish complaint free collections in the following ways:
-Carefully monitor employees
- Employing a hands-on management approach
- Account managers assigned to small teams
- Conducting internal audits routinely
- Emphasizing team work
- Holding client update meetings every 3-6 months depending on the client's needs.
❒ Full-Service Collection Agency
❒ Actively Supports the Arizona Court Association
❒ Prompt Follow-up and Follow-thru
❒ Service With Results
❒ Serving All of Arizona's Collection Needs
❒ Servicing City Governments Across the State
❒ Training for Your Personnel at No Extra Cost
❒ On-Line with Major Credit Bureaus

❒ Payment by Western Union Systems, credit card, debit card, check-by-phone

2.) Audit Trails— Complete and accurate documentation is absolutely essential for each call. Employees receive extensive training in how to accurately document each step of the collection process. (See Manual for detailed training procedure.)

Documentation includes but is not limited to setting up tickler functions where the computer will then automatically prompt further action on an account until payment is received in full.
Internal Audit— The purpose of our internal audits is to assure that all accounts are being worked according to client standards at all times. The auditing department is comprised of individuals from both inside and outside our company who are well versed in company and client standards. The auditing staff is responsible for randomly reviewing accounts to determine if the accounts are being worked in accordance to client and company standards.

At each step of the collection process we perform management audits to assure maximum results on each account. We address our clients' specific needs to bring them the highest return possible.

3.) Data Transfer—Our flexible computerized system allows us to provide electronic reports to clients in whatever format they prefer including Excel. All reports are fully customized to the needs of the client in a timely and flexible way. We will purge District accounts individually or by specific District requirements, and we have the ability to provide the City with a listing of all accounts requested/purged separately listed from cancelled accounts.

All computer programming, data analysis, and development shall be mutually agreed upon by the client and Valley Collection Service. Our automated system that facilitates the highly efficient exchange of account placements, payment information and status reports. Data may be accepted electronically or by hard copy. Our system includes both e-mail and Internet capabilities.

A new accounts report is produced the day accounts are received electronically into our system. This report ensures that our records reconcile to the client's total account balance assigned. When new accounts are received from the client Valley Collection Service reconciles the accounts to the total balance assigned by the client.

All computer programming, the client and Valley Collection Service shall mutually agree upon data analysis/development, and all computer programming. Our automated system facilitates the highly efficient exchange of account placements, payment information and status reports. Data may be accepted electronically or by hard copy. Our system includes both e-mail and Internet capabilities.

4.) Reporting—The frequency of reporting and content of data transmitted is identified by the client. Management reports are customized to the clients needs and shall be

submitted, unless otherwise indicated on a monthly basis and upon request. The frequency of reporting and content of data transmitted is to be identified by the client. We make available for inspection, audit, and reproduction to authorized client representatives any books, documents, or other relevant information pertaining to collections performed for the client.

Standard Reports include:

New Accounts Report— This report includes the following:

- ❒ Debtor's name
- ❒ Account number
- ❒ Account balance

Monthly Receivable Aging Report— Valley Collection Service provides clients with statistical data regarding the time to collection. For purposes of this report, aging commences at the date of referral to us. Aged receivables are reported by category as follows:

- ❒ Thirty (30) days
- ❒ Sixty (60) days
- ❒ Ninety (90) days
- ❒ One hundred twenty (120) days
- ❒ 121 - 180 days
- ❒ 180-365 days

Note: Accounts exceeding 365 days are aged on a yearly basis.

Daily Cash Receipt Report— We provide clients with a daily accounting of all payments received that day. This report is either faxed daily or e-mailed as requested by the client. The report states the following:

- ❒ Referral date
- ❒ Number of days to collection
- ❒ Debtor's name
- ❒ Debtor's account number
- ❒ Amount paid
- ❒ Previous amount paid
- ❒ Total paid
- ❒ Balance due
- ❒ Valley Collection Service commission

Daily Adjustment Report—Valley Collection Service provides the client with a daily summary of all adjustments and a comprehensive list of adjustments made by the client. The report reflects the following:

- ❒ Date of adjustment
- ❒ Type of adjustment (for example, bad check)
- ❒ Amount of adjustment
- ❒ Referral date
- ❒ Debtor's name
- ❒ Account number
- ❒ Original amount referred
- ❒ Balance due after adjustment

Monthly Collection Analysis Report— We provide each client with a monthly status report of all accounts in the system. This comprehensive report indicates the following:

- ❒ Number of referrals
- ❒ Total dollar value
- ❒ Gross collections
- ❒ Collection rate
- ❒ Adjustments
- ❒ Collection Commission fees (in dollars and percentages)

- ❒ Number of remaining receivable accounts
- ❒ Dollar value of outstanding receivables
- ❒ Number of accounts paid in full
- ❒ Number of closed accounts (Including reason for closure)

5.) Payment—Payment by Western Union Systems, credit card, debit card, check-by-phone

3.) Anticipated City Involvement

Valley Collection Service is committed to making the process of working with a collection agency seamless and painless. We have a hands-on approach and customize data transmission to the needs of our clients. The cost of all transmissions are absorbed by Valley Collection Service. We frequently pickup and deliver accounts to clients who use a manual system.

TAB B

Experience, Expertise & Capability

1.) Firm's Experience

For the past 27 years Valley Collection Service has specialized in court, city and utility collections. In all areas of collections we have the trained personnel, management resources, operational capability, technical resources, years of experience, customized service, timely management reports, superior collection services and overall excellence that today's clients demand. As professionals, we rely on experience and knowledge to determine which procedure facilitates the best results. To better serve the diverse population of the Southwest, we have several bilingual staff members on duty at all times. In addition, our collection notices go out in both English and in Spanish.

Valley Collection Service was established in 1980 by Mr. Dale Lind, owner/manager. Mr. Lind gained professional collection experience with both national and local Arizona companies starting in 1974.

Mr. Lind opened the doors to Valley Collection Service with zero clients and has built this business to over 2,900 clients. Because of Mr. Lind's extensive experience and commitment to high quality professional service, Valley Collection Service enjoyed enviable success right from the beginning. During the first six years of business they relocated three times to larger offices to accommodate the increasing number of clients and their accounts.

Valley Collection Service maintains a success rate of 35% collection compared to the national average of only 20%. We maintain a close affiliation with the American Collector's Association Credit Bureaus, and National Credit Reporting Agencies. This arrangement when coupled with our in-house capability gives us a performance efficiency comparable to national collection agencies.

Valley Collection Service has the trained personnel necessary to accommodate the City of Peoria and will perform all collection activities in a professional manner that complies with all applicable laws, regulations, and requirements of the client.

All collection services are provided while maintaining customer confidentiality and competitive recovery rates.

Locally owned and operated Arizona business with over 2,900 clients and 20 employees servicing private and public entities.

2.) Staff's Experience

Valley Collection Service has a long record of providing outstanding service to both our private and public sector clients. At the heart of this service is the hiring process and intensive professional training of employees.

We know the most important resource we have is our staff. We look for and hire those individuals who **want to** do the work, **who can do** the work, and **who will do** the work.

RESUMES

Dale R. Lind, Owner/Manager
Dale began his career in collections in 1974 and opened Valley Collection Service in 1980. He graduated from both Glendale Community College and Arizona State University with degrees in Business Administration, History and Speech Communications.

His career in collections began with a national collection company where he became an assistant manager within 18 months. His responsibilities there included handling those clients that were guaranteed a specific recovery rate.

After working for the national company Mr. Lind managed a local company and produced over one million dollars in collections. After three years he moved to the largest local collection company in the Phoenix Metro area and was in charge of all operations until the death of the owner.

Dale has built Valley Collection service to 2,900 public and private clients. At Valley Collection Service, he oversees staff training, supervision, legal contracts, and obtaining new clients.

Dale also pursued and received his license as a professional radio broadcaster. Over the years he has been extensively interviewed by the media about the collection industry, and his company. He uses his public speaking and broadcasting experience and opportunities to teach others about the collection business and financial responsibility, as well as in the capacity of promoting breast cancer research (an area of public service that Mr. Lind devotes a great deal of his time and energy).

Marialana Lind, Manager
Marialana has been with Valley Collection Service for 15 years. She is the main contact between our company and city clients. She was born in New York and lived in Connecticut prior to moving to Arizona. While in Connecticut she worked for ARA Services and BSA and Industrial Services that handled government contracts resulting in close contact with military personnel. Lana was also the co-owner of a New England based trucking company where she was responsible for scheduling, directing routes and handling broker communications.

Prior work experience also includes working as a medical assistant where she oversaw health insurance claims. She oversees our health insurance programs and trains new collectors on the fair debt collection act and oversees our accounting department where she makes certain that the minimum accounting standards are understood and complied with.

Jim Gutman
Valley Collection Service works closely with our computer programmer and consultant GOCOA, LLC dba Geeks On Call to make sure that our state-of-the-art computer system is well maintained and meets the needs of our clients. Geeks On Call are fully licensed and registered to do business in Arizona. Jim Gutman has provided us with his finger prints so that a background check can be done on him.

GOCOA, LLC (dba Geeks On Call), our network administration and applications development firm, has been in business since 2004. While the local office is 2 years old, Geeks On Call has been in business nationally since 1999. Jim Gutman, the President of GOCOA, LLC personally oversees our network and has been maintaining and enhancing our system for the last 1 ½ years. Jim has over 30 years experience in the IT field, and has held Executive IT positions in large corporations. He has also consulted and designed systems for many Fortune 100 corporations around the US.

Geeks On Call monitors our network remotely and is contracted to a 4-hour response time for support incidents and on call 24/7. All available security updates, virus definitions, and security strategy modifications occur regularly in the evening after business hours.

Bea Hendricks, Senior Collector
Bea has an extensive collections background and has been with Valley Collection Service since 1984. Prior to coming to work for us she held collection positions with companies in the Midwest mostly working on commercial accounts.

Bea has worked her way up to a supervisory position specializing in city and court collections. She is the main contact person for many of the city clients that we handle. Bea continues her education and knowledge in collections by attending workshops and seminars in collections, communications and finance.

Erica Hernandez, Collector
Erica's past customer service training enhanced our collection department immeasurably over the last few years. She is a popular collector with clients and debtors. She is very good with our Hispanic clientele. She continues her education focused on business and public service.

Irene Herrera, Collector
Irene is one of our newest employees with us for about a year. Her background is in financial management with a Fortune 500 Company. With Bea's guidance and collection classes Irene has become one of our most effective bi-lingual collectors.

Rosa Jimenez, Collector
Rosa started with us in 2004 directly out of high school after taking business classes. She is bi-lingual and has taken our manual test and passed with flying colors. She is excelling as a collector and plans to attend college this semester.

Jessica Stuart, Collector
Jessica is a Native Arizonan who has been with Valley Collection Service since 1994. She graduated from Glendale Community College with a Psi Beta Kappa. In 2002 she graduated with honors from ASU with a Bachelor of Science degree in psychology and now pursues a master's degree. She is an active member of the Glendale Chamber of Commerce. Much of her course work was in interpersonal communication and relationships which makes her a valuable asset to our collection team.

Marilyn Reiff, Collector
Marilyn has been with us since 1996. She helps on proposals and written materials for clients. Marilyn has perfect attendance and is highly knowledgeable in regards to our computer system.

Patricia Rapp, Collector
Patricia has been with Valley Collection Service for 18 years. She has an extensive accounting/bookkeeping background and is a licensed tax preparer. She prepares our tax returns, assists with all financial reports and handles our payroll.

Annette Alvarez, Collector
Started working with Valley Collection Service in 2004. Her background is with computers and collections. At one time she developed her own computer software. She is one of our top producing bi-lingual collectors.

Jim Jamison, SENIOR COLLECTOR
Jim is a native of Arizona. He attended local Phoenix schools and is a graduate of Arizona State University. He started his collection career in 1990 with a local branch of a national company. He moved to Valley Collection Service shortly after we opened and has been responsible for building our collection department. Jim has extensive experience in all phases of the collection industry. He coordinates all financial concerns, provides customer support, compiles and updates customer files.

Mary White, COLLECTOR
Mary has been with our firm since its inception. She handles collection duties on a variety of clients. Her background includes managing a large national collection agency for 17 years. She has a B.S. degree in business management and is continuing her education at Arizona State University. Has trained sales and collection personnel and increased profits and revenues by 17%.

3.) Staff Assignments

VALLEY COLLECTION SERVICE KEY EMPLOYEES	
• Owner/Manager	Dale R. Lind
• Manager	Marialana Lind
• Regional Computer Programmer and Consultant	Jim Gutman
• Senior Collector	Bea Hendricks
• Collector	Erica Hernandez
• Collector	Irene Herrera
• Collector	Rosa Jimenez
• Collector	Jessica Stuart
• Collector	Marilyn Reiff
• Collector/Bookkeeper	Patricia Rapp
• Collector	Annette Alvarez
• Senior Collector	Jim Jamison
• Collector	Mary White

4.) Overall Firm & Staff Projected Workload

We have an incredibly experienced and capable staff who are devoted to the successful accomplishment of all projects. Once assigned to work under a contract key personnel are never removed or replaced without the written consent of our client. When employees leave the firm they are replaced with employees of equal or greater qualifications.

5.) Location of Office Performing Services

Office Location & Hours of Operation- Over 27 years located in downtown historic Glendale, Arizona.

Main Office
7025 N. 58th Avenue
Glendale, AZ 85301
Phone: (623) 931-4325
Fax: (623) 934-4041
Toll Free: 1-800-244-9665

Business Hours
Monday thru Friday 8:00 a.m. – 5:00 p.m.

6.) Collection Experience

Valley Collection Service is celebrating our 27th Anniversary as a locally owned and operated Arizona business with over 2,900 clients and 20 employees servicing private and public entities. We have been collecting on utilities in Arizona since 1984.

TAB D

Additional Data Support

1.) Service Enhancements

- Unparalleled recovery results
- State-of-the-art collection software system
- On-line with the major Credit Bureaus
- Custom reporting capability
- Pre-Collect Letter Service
- 24-Hour Voice Messaging
- Bilingual professional staff
- Advanced skip-tracing database searches
- Consulting and advisory services
- Licensed, bonded, and insured
- Prelegal Services
- On-site Training of Client Staff
- Payment by Western Union Systems, credit card, debit card, check-by-phone
- Excellent compliance record with the state regulatory authority

Bilingual Capabilities- To meet the needs of Arizona's large Spanish speaking community, Valley Collection Service employs several bilingual account representatives and has collection notices printed in both English and Spanish.

Hearing and Speech Impaired Capabilities- For persons who are hard of hearing, deaf and/or speech impaired, we utilize the services of US West Relay provided by US West. In addition, members of our staff have taken classes in American Sign Language.

2.) Professional Affiliations

We maintain a close affiliation with the American Collector's Association, Credit Bureaus, National Credit Reporting Agencies, Better Business Bureau and Valley Chambers of Commerce. This arrangement when coupled with our in-house capability gives us a performance efficiency comparable to any national collection agency.

TAB E

Exceptions

Valley Collection Service works hard to meet the needs of all of their clients, so there are no exceptions to the contract.

ORIGINAL

CONTRACT AMENDMENT

Solicitation No: **P07-0033** Page 1 of 1
Description: Billing Collection Services
Amendment No: One (1) Date: 02/11/08

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/14/08.

The New Contract Term is:

Contract Term: 04/15/08 to 04/14/09

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	2/23/08	Dale Lind, Owner	Valley Collection Service

Address	City	State	Zip Code
7025 N. 58th Ave.	Glendale	AZ	85301

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON20907A
Contract Number:

Official File

City Seal

Requested by:

Recommended by:

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed 3/11/08, 2008, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 20907A

CONTRACT AMENDMENT

Solicitation No: P07-0033 Page 1 of 2
Description: Billing Collection Services
Amendment No: Two (2) Date: 01/27/09

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 04/15/09 to 04/14/10. CONTRACT EXTENSION TWO**

B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	1-29-09	Dale Lind, Owner	Valley Collection Service

Address	City	State	Zip Code
7025 N. 58th Ave.	Glendale	AZ	85301

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON20907B
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Requested by:

Recommended by:

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed 02/10/09, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 20907B

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. **RIGH T TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. **PUBLIC RE CORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

CONTRACT AMENDMENT

Solicitation No: P07-0033 Page 1 of 1
Description: Billing Collection Services
Amendment No: Three (3) Date: 1/15/2010

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/14/10.

THE NEW CONTRACT TERM IS:

Contract Term: 04/15/10 TO 04/14/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	1-29-10	Dale Lind, Owner	Valley Collection Service

Address	City	State	Zip Code
7025 N. 58th Ave.	Glendale	AZ	85301

Attested by:
Mary Jo Waddell
Mary Jo Waddell, City Clerk

CC Number

ACON209076
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Requested by:
Christine Finney 2/3/2010
Recommended by:
Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
February 10 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 209076

CONTRACT AMENDMENT

Solicitation No. P07-0033 Page 1 of 1

Description: Billing Collection Services

Amendment No. Four (4) Date: 11/22/10

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/14/11. LAST YEAR OF CONTRACT

THE NEW CONTRACT TERM:

Contract Term: 04/15/11 to 04/14/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	12-15-2010	Dale Lind, Owner	Valley Collection Service

Address	City	State	Zip Code
7025 N. 58th Ave.	Glendale	AZ	85301

Attested By:

City Clerk

Director: Brent Mattingly, Director of Finance

Department Rep: Marcy Belanger, Utility Services Supervisor

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

CC Number

ACON20907D
Contract Number

The above referenced Contract Amendment is hereby Executed

December 22 2010 at Peoria, Arizona

Herman F. Koebergen, Materials Manager

City Seal
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(Rev 01/05/09)

Official File

A CON 20907D