

5/10/23

Request For Proposal 23-938

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

1. How will account/collection information or data be communicated to the successful bidder (i.e. via an FTP site)? **Secure file transfer on monthly basis.**
2. Will all account information be transmitted from a single platform or will multiple agencies within the City be sending their accounts for collection to our system? **Single platform**
3. We assume that you do not/will not allow your collection providers to add convenience and/or payment processing fees in addition to their contingency fees. If such fees are allowed, can you clarify that you will require bidders to fully disclose the amounts to be charged so the same can be taken into consideration when evaluating pricing? **Such fees are not allowed.**
1. Does the City accrue additional interest or penalty fees after an account is placed for collections? **No**
2. For properties with tax liens, how will the City indicate the existence of a tax lien and how will the lien amount be communicated to the agency? **Liens can be noted in secure file.**
3. Will the City provide instructions for remittance to Tulsa County for properties with tax liens? **No, that is handled internally here .**
4. Does the agency receive a fee for recoveries on properties with tax liens? **Yes**
5. Does the City require the agency to obtain approval for payment arrangements prior to setting up a payment plan for accounts referred to the agency? **Yes.**
6. Does the City have any sort of lien reduction program or offer in compromise program for property liens? **We have a payment plan for property liens.**
1. Although its stated that credit reporting has not been performed on the backlog of accounts, will future placements be permitted to credit report on accounts? **No**
2. Will legal collection services be allowed on qualifying accounts? **No**
3. What volume of accounts will be forwarded to the awarded vendor (in both # and \$ please)? **See historical information in Sec. II**
4. While 15.5% is the fixed contingency fee for forwarding balances, will vendors be permitted to submit a different rate for future placements? **Yes**

5/9/23

Request For Proposal 23-938

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories? **Failure to provide the completed pricing page in your submission will deem your proposal non-responsive and be rejected.**

To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award? **The location will have little bearing on the selection. See Sec. VIII for evaluation criteria.**

How are fees currently being billed by any incumbent(s), by category, and at what rates? **15.5% regardless of the type of debt.**

To how many vendors are you seeking to award a contract? **One.**

To what extent are these accounts owed by private consumers versus commercial businesses? **Over 95% of the accounts are private consumers.**

What billing servicer do you utilize? **N/A**

Have all cases been fully adjudicated by the time of placement? **N/A**

If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up? **See Sec.II.**

What is your case management/accounting software system of record? **Enterprise ERP – Munis.**

Who is your electronic payment/credit card processing vendor? **Paymentus.**

What process should a vendor follow, or which individual(s) should a vendor contact, to discuss budget-neutral services outside of the scope of this procurement, but related to it, designed to recover more debt prior to outside placement and lower collection costs? **You may contact the assigned buyer.**

How do your current processes and/or vendor relationship(s) systematically determine if

the death of a responsible party has occurred? **We are notified by the collection agency.**

How do your current processes and/or vendor relationship(s) handle the death of a responsible party? **The lien remains on the property.**

Do you have a designated process or policies around deceased accounts today, and what is envisioned in the future? **N/A.**

Do you currently search and file probated estate claims? Have you considered an automated tool to identify and file probated estate claims? **No**

Can you please indicate what inbound and outbound contact methods, beyond phone calls or letters (such as email and text), would be permitted by the scope of work?" **The bidder is expected to describe their ability, approach and methodology for collecting past due invoices.**

1. General: To how many vendors does the city intend on selecting/awarding? **One**
2. Section II, Page 2: How will the city provide referrals to the agency (i.e., via secure file transfer, etc.) and with what frequency will the city refer accounts (i.e., daily, weekly, monthly, etc.)? **secure file transfer on Monthly basis**
3. Section II, Page 2: Will the city break out principal amount owed, penalties, interest, fees, etc. at the time of referral, as agencies are required to itemize on our statements per Reg. F? **Yes**
4. Section II, Page 2: Will the city add the contingency fees to the balance PRIOR to referral to the agencies or will the agency be responsible for adding the fee after the accounts(s) are referred? **Collection fee will be applied prior to referral**
5. Section II, Page 2: What is the average age of accounts at the time of referral (i.e., 60 days, 120 days, etc.)? **The average is approximately 60 days.**
6. General: How or in what method/manner will the city provide update/payment files to the contractor? **Secure Email**
7. General: With what frequency will the city provide update/payment files to the contractor (i.e., daily, weekly, etc.); (i.e., daily, weekly, etc.); specifically, for payments received directly by the city? **Monthly**
8. General: What percentage of accounts will have a judgment in place at the time of referral, if any? **N/A**
9. General: What collection activities take place on the accounts, by the city, prior to referral to the agencies? **Billing of Invoice, Limiting delinquent vendor's efforts to continue to do business with the City.**
10. General: Will the city continue any collection efforts on accounts after referral to the agencies? If yes, please describe those efforts? **Limited efforts are undertaken. There are times when the when we try to collect from those who seek to continue doing business with the City.**
11. Exhibit A, Page 10: Since the backlog will automatically be charged and paid at the existing 15.5% contingency rate, please confirm that the pricing proposed in this Exhibit will be for future, ongoing referrals. If this is incorrect, please advise where/how the Exhibit A pricing will apply (i.e., which buckets of inventory). **Yes, the winning respondent's pricing in Exhibit A will be applied to all future placements.**

12. General: Are bidders required to submit an insurance certificate with their proposal or is this only required upon contract award? **Required upon contract.**

13. Section VII (M), Page 6: This section requires that we provide a cost narrative and justification; yet Exhibit A doesn't provide a space for this justification. In addition, these services are typically priced as contingency rates, which are pay for performance models, meaning we don't get paid unless we perform; and all of our costs to collect are covered under that contingency fee; as such, there is not much cost narrative to provide that is relevant. Please advise if this is still a requirement and if yes, where in our proposal would you like us to place this justification/explanation? **See Sec VII.M.**

14. Page 13 "Acknowledgement of Addenda" and RFP Schedule, Page 1: This form requires that we acknowledge addenda, yet the question deadline is only 8 business prior to proposal due date; as such, how quickly will the city answers these questions and/or issue addenda? Bidders need time to incorporate the answers/addenda into their proposal responses and mail proposal by Friday, May 12th (Monday the 15th, at the latest) in order for the proposal to arrive in time to meet the submission deadline. **Questions will be answered as quickly as possible. An addendum will be issued to extend the due date if necessary.**

1. Does the City currently utilize a revenue offset or recapture program? **No**
2. What payments, if any, are not eligible for commission fees? **All placements with the collection agency are eligible for collection fees – it's already included in the accounts placed with the selected respondent.**
3. Is the City able to provide the required data to comply with Regulation F? Specifically (a) service date; (b) amount due on the service date; (c) lien fees or any other added fees including any civil penalties; and (d) any payments or credits since the service date. **Yes**
4. If a partial payment is received by Tulsa County for accounts with a tax lien, what procedures are followed? (Return the payment, apply the payment, etc.) **The County returns partial payments.**
5. The RFP states "*Payments on accounts that have tax liens against them must be remitted to Tulsa County.*" If the agency receives the payment directly, what procedure(s) are required of the agency? (Return the payment, apply the payment, etc.) **Return the payment or send it to Tulsa County**
6. How often will updated *payment* files be sent to the contractor (i.e., daily, weekly, etc.)? **Monthly**
7. How often will *placement* files be sent to the contractor (i.e., daily, weekly, etc.)? **Monthly**
8. Can the City provide a breakdown of the accounts by account type? (Utility, returned checks, mowing, cleaning and demolition, etc.) **Mowing and Cleaning/Demolition (95%), Remaining 5% comprises of billing for Police Overtime at Special Events, Hazmat Fees, Returned Checks etc.**
9. Do any of the accounts include installment payment contracts that were administered by the Finance Department? **No, the City does not envision sending payment plans will not be sent in for collections.**

-May we use the City of Tulsa’s seal and/or logo on our proposal cover? **Yes.**

-Would the City like to see any sample reports, letters to consumers, or telephone scripts? **Yes**

-Does the City prefer the “call and response” style of proposal where the requirements/questions detailed in the RFP are re-typed in full and then individually addressed or may we use a more streamlined approach that will include all the requested information without reproducing portions of the City’s RFP? **It will be beneficial to the committee if responses can be tied easily to the questions or information requests in VII.**

-Does the City want the chosen vendor to instruct consumers to make payments directly to the City or will the vendor accept payments on behalf of the City? **Liened Mowing, Cleaning and Demolition invoices should be paid to Tulsa County. The vendor can accept payments if there is no lien associated the invoice.**

Section	Page Number	Question
II. Background	p. 2	For primary placements, per month, what is the overall volume of accounts (number of accounts and total dollar value of accounts) that you anticipate referring to the contracted collection agency? See historical information in Sec. II.
II. Background	p. 2	What is the average balance of the primary placement accounts you will refer for collections? \$750 for Mowing /Cleaning / Demolition - \$2500 for Special Events - \$10,000+ for Hazmat
II. Background	p. 2	What is the average age of the primary placement accounts that you will refer for collections? 60 Days
II. Background	p. 2	What is the age of the oldest accounts you will refer for collections? July 2018
II. Background	p. 2	What results, metrics, and/or processes are you seeking to improve or enhance under this contract? N/A
II. Background	p. 2	“Payments on accounts that have tax liens against them must be remitted to Tulsa County. Tulsa County does not accept partial payments toward these accounts.” QUESTION: Is this saying that debtors with accounts that have tax liens submit their payments directly to Tulsa County? Or do debtors with tax liens send their payments to the collection agency, and the collection agency remits the payments to the County minus the 15.5% collection agency fee? Accounts with tax lien submit payment to Tulsa County

Section	Page Number	Question
II. Background	p. 2	<p>1. Besides nuisance abatement invoices, what other types of debts will be placed for collection? What percentage of the dollars placed for collection are represented by each debt type? Mowing and Cleaning/Demolition (95%), Remaining 5% comprises of billing for Police Overtime at Special Events, Hazmat Fees, Returned Checks etc.</p>
IX. MISC. A.	p. 7	<p>“The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and your proposal.” QUESTION: Does the City have a Sample Agreement that it can share with vendors at this time? You can go to the City of Tulsa Website and do a search for TAC 144F</p>

Request for Proposal

23-938

Professional Services for:
Collections of Past Due Accounts Receivable Invoices

NIGP Commodity Code(s):
946-33

RFP Schedule

EVENT	DATE
RFP Issue Date	4/27/23
Pre-Proposal Conference <i>Location </i>	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	5/8/23
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	5/17/23

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org
All questions should be emailed with RFP 23-938 in the subject line.

Submit proposals (sealed) to:

Office of the City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City of Tulsa (City), is searching to secure professional services to supply all labor, equipment, and management of Collections Services as outlined herein and delineated on the below Scope of Service.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

The City's contract with Gila LLC dba Municipal Services Bureau, for accounts receivable collections, was terminated because Gila LLC closed its municipal debt collection division in late 2022. Active City inventory with Gila at the termination of the contract comprised of 6,600 accounts worth over \$3.5M with a placement date going back to July 2018. The City adds lien fees and collection agency fees to the invoices before it is placed with the collection agency. The \$3.5M in inventory includes Gila's collection fee of 15.5%.

The City will be referring these secondary placements that were with the previous collections agency, as well as other accounts that are past due since the termination of the contract, with the selected Respondent at the start of the contract. The City will pay the selected Respondent a collection fee of 15.5% on these secondary placements upon collection, regardless of the price proposed by the selected respondent for future placements. Approximately 95% of these delinquent accounts have tax liens against them stemming from nuisance abatement (mowing, cleaning and demolition) invoices. These liens have been certified and placed on the property per 11 O.S. Section 22.

Payments on accounts that have tax liens against them must be remitted to Tulsa County. Tulsa County does not accept partial payments toward these accounts. The City files nuisance abatement liens against accounts that are at least 45 days past due per requirements of the State Statute listed above. The City has a provision for setting up payment plans on Nuisance abatement invoices as outlined in Tulsa Revised Ordinances Title 24, Sec. 209.

For calendar year (CY)2020, approximately 1,450 accounts worth \$1.4M were referred to the incumbent collection agency. Year to date collections in CY20 amounted to \$630,000. Similarly for calendar year 2021, approximately 1,220 accounts worth \$1.3M were placed with the agency. Year to date collections in CY21 amounted to \$654,000. For calendar year 2022, the City placed fewer accounts for collections after switching to a new ERP system. The City placed 675 accounts worth \$878,000 with the agency. Year to date collections in CY22 amounted to \$555,000.

The City does not perform any collection activities, other than filing liens, prior to placing accounts with the agency. The City does not report these delinquent accounts to credit reporting agencies.

III. TIMELINE:

The schedule below provides **estimated dates** for the RFP and contracting process. The City may adjust this schedule as needed.

EVENT	DATE
RFP Issue Date	April 27, 2023
Deadline for Questions	May 8, 2023
PROPOSAL DUE DATE	May 17, 2023
Begin proposal evaluations	May 19, 2023
Interviews with proposers (If Needed)	May 25, 2023
Award Contract	June 1, 2023
Execute contract (anticipated)	TBD
Kickoff Meeting (If Needed)	TBD

IV. SCOPE OF WORK:

1. The Respondent shall agree to accept for collection, as specified by the Director of Finance of the City, or her designee, returned checks, obligations, deferred payments, or accounts as the City of Tulsa shall refer to the Collector from time to time. This includes accounts that may be significantly past dated. The Respondent shall promptly acknowledge the receipt of accounts for collection, including the number of accounts, date received, and total amount referred to the collection agency. The City reserves the right, at any time, to reevaluate, adjust, cancel or recall any account(s).
2. The Respondent shall provide the following services to the City: Web-based or cloud-based collection tracking and reporting system to support all collections operations; and legal resources to assure compliance with all applicable federal, state and municipal laws, regulations, and ordinances.
3. The Respondent shall agree to exercise due diligence on all accounts to effect collection of these accounts. The Respondent shall agree that in the collection of accounts under this Agreement, it will never harass or exert undue pressure on delinquent debtors or employ any procedure which would violate any local, state, or federal law, create a cause of action against the City of Tulsa, cause discredit upon the City or subject the City or its officials to defamation.

4. The Respondent shall render prompt and courteous service to all persons with whom it deals in collecting City of Tulsa accounts.
5. The Respondent shall agree not to commence any legal action against any debtor without the written consent from the Director or designee with the Mayor's approval.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

- 1) Status of Open Accounts
- 2) Collections activity since start of the contract and calendar year
- 3) Placement aging report
- 4) Collections by placement date
- 5) Collections by invoice date
- 6) Monthly, Year to date and Life to date status of accounts
- 7) Ad hoc reports for collection analysis and performance when requested.

VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A. Proposals must be received by **5:00 p.m. on Wednesday, May 17, 2023, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP 23-938, Collections of past Due Accounts Receivables Invoices**".

Proposals received late will be returned unopened.

- B. Proposals shall be delivered and sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

- C. Interested Respondents should submit:

One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

- D. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:

<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, May 8, 2023**.

Donny Tiemann, Senior Buyer
dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

- F. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

VII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following questions or information requests:

Qualifications and Experience

- A. Provide a general overview of your organization. What sets your organization apart from your competitors? Why is your organization uniquely qualified to take on this scope of work?
- B. Describe the extent of your organization's experience in conducting similar projects or delivering similar services for public agencies, including the type of accounts, volume of accounts undertaken and your collection success rate. What has that experience taught you that you would bring to bear in this project?
- C. Submit at least 5 references with whom you have contracted for collection services for a period of one year or more. Provide contact names and telephone numbers of references from organizations that can attest to the success, stability and professionalism of your organization's operations.

Staff Capacity and Oversight

- D. Describe the team that would work on this project. Include a list of key team members and their general availability while on this project. Make the case for why they will be great partners on this project. Please provide bios, resumes or whatever you think best highlights the strength of the team that would be working on this project. It is noted that equipment, material and staff shall be provided by the Respondent.
- E. Please describe your organization's capacity to take on additional work if you are awarded this contract. How would you create additional capacity, if needed?

Service Delivery and Timeline

- F. Provide a detailed description of your organization's ability, approach, and methodology for this project or service in line with the RFP objectives and key elements outlined in the scope of work.
- G. **Implementation Timeline:** Provide an implementation timeline for your project or service, including key milestones related to the scope of work. Include estimates of the timeframe estimated to complete each task.

Project Management and Reporting

- H. Describe your proposed method of project management for this project.
- I. How does your organization incorporate continuous quality improvement and performance measurement into the work you do today? How do you plan to incorporate this into the proposed project or service, to improve practice and meet goals?
- J. Describe the key performance indicators (KPIs), performance metrics, and/or compliance metrics you have used or plan to use to track the delivery and success of this project or service.
- K. How will you communicate with the City of Tulsa in a responsive and proactive manner?

Pricing and Cost Proposal

- L. **Cost proposal:** Complete the price summary sheet and any additional information that will enable the effective delivery of the proposed project or services. The City is not obligated to award a contract to the lowest priced proposal and may accept the proposal that provides the best value to the City of Tulsa based upon evaluation criteria described above.

The collection fee percentage requested in Exhibit A, Price Sheet Summary, must include all costs.

Exhibit A, Price Sheet Summary, shall be evaluated in the following manner: The lowest proposed price will receive the maximum score of 25 points and all higher proposed prices will receive proportionately lower scores.

- M. **Narrative and justification:** Present a cost narrative that explains the basis and rationale for the costs proposed.

VIII. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All bids will be evaluated using the following criteria:

Category	Total Points
<i>Qualifications and Experience</i>	30
<i>Staff Capacity and Oversight</i>	10
<i>Service Delivery and Timeline</i>	10
<i>Project Management and Reporting</i>	25
<i>Pricing and Cost Proposal</i>	25
TOTAL	100

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

IX. MISCELLANEOUS

- A.** The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement, if one is awarded to you.
- B.** All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** Respondents shall be ineligible to provide services set forth in this RFP if the Respondent, or owner, operator or any officer of the Respondent, has been convicted of a felony.

- F. The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- G. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- H. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

- I. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- J. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.
- K. Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage.

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Respondent's Address: _____

Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other:

EXHIBIT A

Price Sheet Summary

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

1. Delivery.

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your Agreement or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

	DESCRIPTION	PERCENTAGE (%)
TOTAL COST NOT TO EXCEED: (ALL COSTS MUST BE INCLUDED OR YOUR BID WILL BE DISQUALIFIED)	COLLECTION AGENCY FEE ON NEW PLACEMENTS	_____ %

SEE THE EXAMPLE CALCULATION BELOW FOR HOW THIS FEE WILL BE APPLIED. THIS ASSUMES A \$100 DEBT AND ASSUMES THAT A COLLECTION AGENCY FEE OF 25% IS BID IN ITEM 1 ABOVE.

Amount of Debt	\$100	
\$ Collection Agency Fee	+ 25	NOTE: (25% OF \$100 = \$25)
Total to be Collected & Remitted to City	\$125	
Less: Collection Fee to be Paid to Agency by City	- 25	
Net to City	<u>\$100</u>	

Please present a Collection Fee Schedule for each year's services:

Year 1: % _____

Year 2: % _____

Year 3: % _____

Year 4: % _____

Year 5: % _____

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

**AFFIDAVIT
NON-COLLUSION AND INTEREST**

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:

(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

By: _____

Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

**The Affidavit must be signed by an authorized agent and
notarized**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write “None” if applicable).

Sign Here ►

Printed Name:

Title:

Date:

APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent (“Seller”) for an initial term ending one (1) year from the date of its execution by the City’s Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense, or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials, or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks, or copyrights.
4. **General Liability and Indemnification.** Seller shall indemnify, defend, and hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
 9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
 10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
 11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
 12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
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RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
Acknowledgement of Receipt of Addenda / Amendments	
Additional Information (Optional)	

PACKING LABEL

TOP LEFT CORNER OF LABEL

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Respondent Submission For:

RFP# 23-938

RFP DESCRIPTION: Collections of Past Due Accounts Receivables
Invoices

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).
Proposals must be sealed and either mailed or delivered to the City Clerk's Office.
Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.