

Addendum #2

TAC 144

January 15, 2002

COLLECTION AGENCY SERVICES FINANCE DEPARTMENT

THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

Please make note of the following changes in this bid specification:

- ✓ Opening Date has been changed to Thursday, January 24, 2002. Bids are due in the City Clerk's office no later than 5 p.m. Wednesday, January 23, 2002.
- ✓ Vendor is to submit 10 complete copies of proposal.
- ✓ Page 3: Bid bond, cashier's check, or certified check in the amount of \$1,000.00 is to be enclosed with your bid proposal.
- ✓ Page 10, **CONTRACT**: Please add: **Vendor is required to achieve full collection activity for the City of Tulsa within 60 days from date of execution of contract. Failure to meet this requirement may result in termination of contract. During the term of this contract, failure to remedy any issue brought to the collector's attention by the City within 14 business days may result in termination of contract.**
- ✓ Page 17, BID PROPOSAL: Paragraph should read as follows: "Items 1-7 have points assigned by the three using agencies for the purpose of evaluating bids. **Item 8 is designated as the cost factor, which has been weighted by all using agencies at 25%.**"

Assignment of evaluation points is as follows:

Item	Utilities	Municipal Courts	General Revenue/Licensing & Permits
1	5	12	6
2	5	14	10
3	10	6	10
4	25	12	25
5	5	5	10
6	15	12	7
7	10	14	7
8	25	25	25
Total	100	100	100

- ✓ Replace all dates with the year noted as 1999 with **2000**.

- ✓ Page 18, Item 2, last bullet to read as follows: “If bidding on the Municipal Court portion of this bid, proof of Court Collection **and/or similar experience** for at least two (2) years is required. **If similar experience is designated, please describe this experience in detail.**”
- ✓ Page 18, Item 4, first bullet to read as follows: “Your firm’s 2000 (or the most recent year for which this information is available) experience with collection of all accounts expressed in terms of the type of accounts, **age of accounts**, volume of accounts undertaken and your collection success rates (expressed as a percentage) in terms of the volume of accounts and dollars. **Designate formula used to calculate percentage of success rate.**”
- ✓ Page 18, Item 4, third bullet to read as follows: “Describe your firm’s collection technique or style. **Describe technical equipment used such as auto dialer, etc.**”
- ✓ Page 18, Item 4, last bullet to read as follows: “A sample letter from the Collector to an account **MUST** be provided. The City of Tulsa is interested in viewing the text of the letters **as well as any standard printed material** that will be used to contact accounts “up front”. Collector is to be aware that Accounts Receivable letters must be changed after a lien has been filed on the property. **The City of Tulsa reserves the right to modify any sample letter used for City of Tulsa accounts by the agency at any time. Acceptable time frame for collector to implement any letter modifications is no more than 10 business days.**”
- ✓ Page 18, Item 5, first bullet to read as follows: “Volume of complaints and litigation for three years **1998-2000** inclusive.”
- ✓ Page 19, Item 6, first bullet to read as follows: “**Describe the vehicles and/or formats to be used to report collection information, payment details, and performance statistics to the City.** Also describe your system’s flexibility to accommodate the City’s request, if any, for future format modifications. **Enclose sample copies of statistical reports and monthly statements.**”
- ✓ Page 19, Item 6, second bullet: Please delete this notation. Information has been combined with first bullet.
- ✓ Page 19, Item 6, last bullet: Sample file layouts that were scheduled to be handed out in the pre-bid meeting are as follows:

TULSA MUNICIPAL COURT COLLECTION RECORD LAYOUT

This is the record layout and field definition for accounts to be assigned to the collection agency by the Tulsa Municipal Court. This datafile will be sent by the court to the collection agency once a month. (The job that creates the file is run on the first day of the month).

(Record Type will always be = B)

(Case Number is the unique identifier)

Record type	1 byte	Vehicle Make	4 bytes
Case Number	11 bytes	Vehicle Model	3 bytes
Vehicle license year	2 bytes (numeric)	Vehicle Style	2 bytes
Vehicle license state	2 bytes	Charge Location	25 bytes
Vehicle tag number	8 bytes	Charge Section	15 bytes
Violation date	8 bytes (numeric)	Charge Description	30 Bytes
Violation time	4 bytes (numeric)	Fine Amount	4 bytes (numeric)
Vehicle Color	6 bytes	Late Fee	3 bytes (numeric)
Vehicle Year	2 bytes	Warrant Fee	3 bytes (numeric)

Court cost	3 bytes (numeric)	Address	25 bytes
Witness Fee	3 bytes (numeric)	City	12 bytes
Probation Fee	3 bytes (numeric)	State	2 bytes
Amount Paid	4 bytes (numeric)	Zip	9 bytes (numeric)
Fine Served	4 bytes (numeric)	DOB	8 bytes (numeric)
Find Suspended	4 bytes (numeric)	Residence Phone	7 bytes
Due Amount	4 bytes (numeric)	Business Phone	7 bytes
Last Name	12 bytes	Employer	20 bytes
First Name	12 bytes	Driver license number	18 bytes
Middle Name	12 bytes	SSN	9 bytes (numeric)
Suffix	4 bytes	Warrant type	2 bytes

TULSA MUNICIPAL COURT PAYMENT NOTIFICATION RECORD LAYOUT

This is the record layout for the weekly file to be sent to the Tulsa Municipal Court by the collection agency to notify the court of payments collected by the agency. This file is not to include any partial payments.

Record type	1 byte	(Record Type will always be = B)
Case Number	11 bytes	(Case Number is the unique identifier)
Date	8 bytes	(YYYYMMDD format)
Amount Paid	4 bytes	(numeric)
Case Type	1 byte	(Record type will always be = C for court)
Last Name	12 bytes	
First Name	12 bytes	
Middle Name	12 bytes	
Suffix	4 bytes	
Vehicle tag number	8 bytes	
Filler	1 byte	

TULSA MUNICIPAL COURT RECALL RECORD LAYOUT

Following is the record layout and field definition for accounts which are recalled quarterly from the collection agency by the Tulsa Municipal Court. The file will be created on the first day of the quarter and will be sent by the court to the collection agency to notify the agency to cease all collection activity on the cases included.

Case Number	11 bytes	(Case Number is the unique identifier)
Last Name	12 bytes	
First Name	12 bytes	
Middle Name	12 bytes	
Suffix	4 bytes	
Amount Due	4 bytes (numeric)	

UTILITIES RECORD LAYOUT FOR COLLECTION AGENCY FILE

Field Desc.	Start Pos.	Length	Driver's Lic.	221	20
Account No.	1	8	Employer	241	31
Name	9	90	Service Address	272	43
Address	99	30	Write Off Date	315	8
City/State	129	63	Agency Date	323	8
Zip	192	9	Date of Birth	331	8
Customer Phone	201	10	Amount	339	10
Business Phone	211	10	(9999999.99)		

The Utilities Division has phone numbers for 50-70% of accounts; Social security numbers are present on less than 10% of accounts.

Entity	Percentage of Accounts w/ SSN	Percentage of Accounts w/ Phone	Percentage of Accounts w/ Both
Municipal Court	83%	66%	57%
Permits and Licensing	<5%	<5%	<5%
Utilities	<10%	50% - 70%	N/A
General Revenue	<5%	<5%	<5%

GENERAL REVENUE RECORD LAYOUT FOR COLLECTION AGENCY FILE

Layout for file containing new collection items

01 WS-COL-REC.		05 COL-REC-ORIG-AMT	PIC S9(11)V99
05 COL-REC-INV-NUM	PIC 9(06).	SIGN TRAILING SEPARATE.	
05 COL-REC-CUST	PIC 9(10).	05 COL-REC-BAL-DUE	PIC S9(11)V99
05 COL-REC-NAME.		SIGN TRAILING SEPARATE.	
10 COL-REC-FNAM	PIC X(16).	05 COL-REC-DF	PIC 9(08).
10 COL-REC-LNAM	PIC X(12).	05 COL-REC-DUN-TYPE	PIC 9(02).
05 COL-REC-CMPY	PIC X(28).	05 COL-REC-COLL-TYPE	PIC 9(01).
05 COL-REC-ADR1	PIC X(28).	05 COL-REC-CODE-ENF.	
05 COL-REC-ADR2	PIC X(28).	10 COL-REC-MORT	PIC 9(06).
05 COL-REC-CITY	PIC X(15).	10 COL-REC-ASSESSOR	PIC X(16).
05 COL-REC-STAE	PIC X(02).	10 COL-REC-CASE	PIC X(14).
05 COL-REC-ZIP	PIC 9(09).	05 COL-REC-DESC	PIC X(30).
05 COL-REC-PHONE1	PIC 9(10).	05 COL-REC-LITEM-DESC	PIC X(50).
05 COL-REC-PHONE2	PIC 9(10).	05 COL-REC-LITEM-REFNUM	PIC 9(08).
05 COL-REC-ISS-DATE	PIC 9(08).	05 COL-REC-DTC	PIC 9(08).
05 COL-REC-DUE-DATE	PIC 9(08).		

Layout for file sent to collection agency to show payments in our system – including those received from collection agency

01 PA-REC.	
05 PA-CODE	PIC X(02).
05 PA-INV	PIC 9(06).
05 PA-PAMT	PIC S9(11)V99 SIGN TRAILING SEPARATE.
05 PA-OAMT	PIC X(14).
05 PA-NAMT	PIC X(14).
05 PA-MSG	PIC X(22).
05 PA-PMT-DATE	PIC 9(08).

The following is the layout of the file we RECEIVE for payments collected

01 WS-CBE-REC.		10 CBE-NAME	PIC X(30).
05 CBE-TYPE	PIC X.	10 CBE-PAID.	
05 CBE-TYPE-H.		15 CBE-MO	PIC 99.
10 FILLER	PIC X(39).	15 FILLER	PIC X.
10 CBE-CHECK	PIC X(8).	15 CBE-DA	PIC 99.
10 FILLER	PIC X(44).	15 FILLER	PIC X.
05 CBE-TYPE-D REDEFINES CBE-TYPE-H.		15 CBE-YR	PIC 99.
10 FILLER	PIC X(10).	10 CBE-AMT	PIC 9(8)V99.
10 CBE-INV	PIC 9(6).	10 CBE-BAL	PIC 9(8)V99.
10 FILLER	PIC X(14).	10 CBE-BATCH	PIC XXX.

- ✓ Page 19, Item 7, first bullet: To be re-phrased as follows: “**Submit a total of 6 references, with a minimum of 3 government references** that can attest to the success, stability and professionalism of your firm’s operations.”
- ✓ Page 19, Item 7, last bullet to read: “If bidding on the Municipal Courts portion of this bid, provide at least two references of other Court systems **or similar experience for which you have provided services. If non-court references provided, please describe in detail the experience.**
- ✓ **Page 20, General Information Chart amended as follows:**

Entity	# of Accts	Total \$	Average range of age
Municipal Court	490	\$64,000	3 months-2 years
Permits and Licensing	8-10	\$1,000	60 days and over
*Permits and Licensing	150-200	\$10,000	3 years
Utilities	603	\$96,000	60-90 days
General Revenue	137	\$65,000	90 days-3 years

Signature of Authorized Agent

Date

Addendum #1
TAC 144

COLLECTION AGENCY SERVICES
FINANCE DEPARTMENT

THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

This portion of page 9 is to be disregarded:

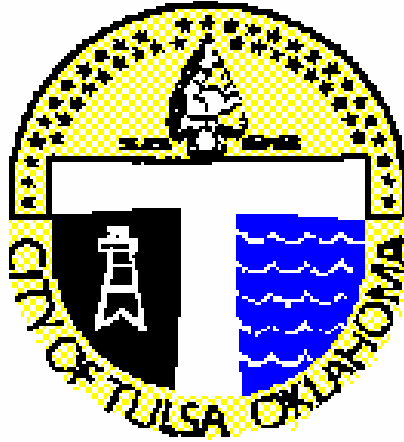
*NOTE: Vendors who are interested in bidding on the **Utilities** portion of this bid should note that bids will only be considered from those vendors who are physically located within the Standard Metropolitan Statistical Area, which includes Tulsa county and five adjacent counties in Northeast Oklahoma.*

Vendors who are interested in bidding on the Municipal Court portion of this bid should note that bids will only be considered from those vendors who are physically located within the State of Oklahoma.

“Local Vendor” is not a requirement in this bid. The City of Tulsa is looking for a vendor who can provide the highest quality of service at the lowest available cost. Vendors must be able to demonstrate their expertise, experience and success in skip-tracing.

Signature of Authorized Agent

Date



INVITATION FOR SEALED BID

TAC 144

Description: COLLECTION AGENCY/DELINQUENCY REVENUE

Department: FINANCE

NIGP Commodity Code(s): 946-00-00-000-0

Total pages including this page are 20

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : <http://www.cityoftulsapurchasing.org>

you must notify the buyer Patricia Cummings of your intent to bid by e-mail pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

TABLE OF CONTENTS

Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarization required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: January 17, 2002

BID NUMBER: TAC 144

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: January 2, 3, 4, 7, 8, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: \$1,000.00

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

***** **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** *****

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days)
I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a [] BID BOND ; [] CASHIER'S CHECK; [] Certified Check in the amount of \$2,000.00, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____
SIGNATURE OF AUTHORIZED AGENT

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says

Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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 bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid;
and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - 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.

SIGNATURE OF AUTHORIZED AGENT

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

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____

Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 144

COLLECTION AGENCY/DELINQUENCY REVENUE

(1) _____ % fee based on amount of collection for
Municipal Court Collections

(2) _____ % fee based on amount of collection for
Utilities

(3) _____ % fee based on amount of collection for
Permits & Licensing, and General Revenue

TAC 144

COLLECTION AGENCY/DELINQUENCY REVENUE FINANCE DEPARTMENT

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for **furnishing all labor, equipment, and management to perform Collection Services as required for the Finance Department of the City of Tulsa.** There is no guaranteed amount of work to be performed. Bids will be evaluated on the criteria on pages 17-19 in addition to the collection fee expressed as a percentage on the pricing page.

MANDATORY PRE-BID CONFERENCE:

A Mandatory Pre-Bid Conference will be held on **WEDNESDAY, January 9, 2002 AT 10:00 am** in Room 1101, City Hall, 200 Civic Center, Tulsa, Oklahoma, to explain the bid and to answer any questions.

The purpose of the pre-bid conference is to inform vendors of our needs, clarifying ambiguities or differing interpretations, and to evaluate vendor recommendations concerning changes. Please use this time to ask any questions you may have.

SCOPE:

The Collector agrees to accept for collection, in the form specified by the Director of Finance of the City of Tulsa, such unpaid citations, 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 Collector shall promptly acknowledge, in writing to the Director of Finance or his designee, the receipt of accounts for collection.

*NOTE: Vendors who are interested in bidding on the **Utilities** portion of this bid should note that bids will only be considered from those vendors who are physically located within the Standard Metropolitan Statistical Area, which includes Tulsa county and five adjacent counties in Northeast Oklahoma.*

Vendors who are interested in bidding on the Municipal Court portion of this bid should note that bids will only be considered from those vendors who are physically located within the State of Oklahoma.

CONTRACT:

The successful bidder will be required to enter into contract with the City of Tulsa in accordance with item 15 of the terms and conditions as printed on page 4 of the invitation for sealed bids form. The term of the contract will be for one (1) year with the option to renew for four (4) additional years, renewable annually with agreement between both parties concerned.

LAWFUL MEANS:

All bidders agree to faithfully abide by the ordinances, laws, rules and regulations of the City of Tulsa, the State of Oklahoma, and the United States of America, and all amendments thereto.

The Collector agrees to exercise due diligence on all accounts to effect collection of these accounts and to employ such lawful means, methods and procedures as in its judgment, discretion and experience it believes it will effect collections and settlements. The Collector further agrees 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 of Tulsa or subject the City of Tulsa or its officials to defamation.

The Collector shall render prompt and courteous service to all persons with whom it deals in collecting City of Tulsa accounts. The Collector agrees to contact and attempt to collect all accounts received from the City of Tulsa promptly and reasonably.

COLLECTION NON-DISCRIMINATION:

The Collector agrees not to discriminate or permit his agents, employees, or representatives to discriminate against persons with whom it deals in Collecting the City of Tulsa's accounts because of race, ancestry, creed, gender, age, color or national origin.

RESERVATION OF RIGHTS:

The City of Tulsa shall reserve the right to contract with other agencies for the collection of certain other unpaid accounts not referred to the Collector. The Director of Finance or his designee shall determine which accounts shall be referred to the Collector.

LEGAL ACTION:

The Collector agrees not to commence any legal action against any debtor without prior written consent from the Director or his designee with the Mayor's approval.

FALSE REPRESENTATION:

The Collector further agrees not to use any false, deceptive or misleading representations or means including the use of any name by the Collector or any of its agents other than its or their true names when communicating with delinquent debtors. The Collector is an independent contractor and shall not represent itself to be an agent, employee or officer of the City of Tulsa, or a member of the Tulsa Police Department.

SETTLEMENT WITHOUT AUTHORITY:

No account referred to the Collector from the Tulsa Municipal Criminal Court or Code Enforcement Division shall be collected in installments or be finally compromised or settled for less than the full amount thereof.

BONDING:

The successful bidder will be required within ten (10) days after award of bid to post a performance bond in the amount of \$50,000.00 to guarantee performance of work.

INSURANCE:

The Collector shall carry Libel, Slander and Errors/Omissions insurance in the amount of One Million Dollars (\$1,000,000). This shall cover liability imposed by law for damages because of libel, slander, defamation of character, invasion of privacy, wrongful attachment, malicious prosecution, humiliation, harassment and any negligent or torturous act, error or omission of Collector, committed in the performance of collection services.

GENERAL LIABILITY INSURANCE:

The Vendor(s), and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the desired amounts set forth below and workmen’s compensation in the amount required by law, and employer’s liability insurance in the amount of five hundred thousand dollars (\$500,000).

PERSONAL INJURY, EACH PERSON	\$175,000
PERSONAL INJURY AND PROPERTY DAMAGE AGGREGATE, EACH OCCURRENCE	\$1,000,000
PROPERTY DAMAGE, EACH PERSON	\$25,000

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City thirty (30) days written notice of

cancellation. The successful Vendor(s) and all subcontractors shall furnish the City a certificate of insurance showing such coverage prior to execution of a contract with the City.

THE CITY SHALL HAVE NO RESPONSIBILITY OF LIABILITY FOR SUCH INSURANCE COVERAGE. CONTRACTOR MUST PROVIDE A CERTIFICATE OF INSURANCE COMPLIANCE WITHIN TEN (10) CALENDAR DAYS AFTER NOTIFICATION OF AWARD AND PRIOR TO STARTING WORK. THE CITY OF TULSA SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL CERTIFICATES OF INSURANCE, TO READ AS FOLLOWS: "THE CITY OF TULSA, A MUNICIPAL CORPORATION, IS AN ADDITIONAL INSURED FOR WORK PERFORMED UNDER THE SUBJECT CONTRACT AND MUST BE NOTIFIED IN WRITING THIRTY (30) DAYS IN ADVANCE OF INSURANCE CANCELLATION OR TERMINATION." CERTIFICATION MUST INCLUDE: NAME AND ADDRESS OF INSURANCE COMPANY (MUST BE LICENSED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA); POLICY NUMBER; AND, LIABILITY COVERAGE AND AMOUNTS.

BID DEPOSIT:

Each bidder shall accompany their bid by a certified check, cashier's check or bid bond in the amount of **\$1,000.00** to ensure that said bidder shall, upon acceptance of its bid by the City of Tulsa, execute the contract. All checks and sureties shall be returned to unsuccessful bidders.

ASSIGNMENT:

Successful bidder shall not sell, sublet, subcontract or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City of Tulsa. Every such approved sub-contractor will be bound by the full requirements of this bid specification.

INDEMNIFICATION:

The Collector hereby agrees to release, to defend, to indemnify and to save harmless the City of Tulsa, its officers, agents and employees from and against all claims and any and all loss or damage to property or injuries to, or death of, any person or persons, including, without limitation, property and officers, employees or agents of the City of Tulsa.

PAYMENTS:

The Collector will direct debtors to remit payments to the Collector unless otherwise instructed by the City of Tulsa. The Collector will remit 100% of the funds in its possession together with a detail report to the City of Tulsa on a

monthly basis for Utilities, Permits & Licensing and General Revenue. The Collector will invoice the City of Tulsa for their compensation. The City of Tulsa will determine the frequency with which the Collector will remit the funds.

On a daily basis, the Collector will fax a report to the City of the funds received on behalf of the Municipal Courts. The report will include: defendant's name, case or citation number, amount paid and date paid. On a weekly basis, the Collector will electronically report all funds received for Municipal Courts. A statement is to be provided monthly along with payments received on behalf of the City of Tulsa's Municipal Courts. The City of Tulsa will provide a weekly report to the Collector, showing all payments directly received by the City for accounts currently placed with the Collector. The Municipal Courts will provide a daily fax reporting accounts which should be recalled immediately.

Accounts Receivable is to send and receive daily electronic reporting. A monthly statement is to be provided along with payments received on behalf of the City of Tulsa's Accounts Receivable Division.

RECALL:

The Director of Finance or his designee may at any time, orally or in writing, recall any account which was referred to Collector under this agreement, and upon such recall, the Collector shall immediately return the account, including any applicable files, to the City of Tulsa, cease all collection activities, and cancel its file thereon without any charge to the City of Tulsa except as provided in the Agreement.

BIDDER'S AFFIDAVIT:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

SECONDARY OR BACK-UP SOURCE:

The City reserves the right to enter into contract with the second low bidder to be used as a secondary or back-up source. This source would be used only in the event of the failure of the primary source to supply the full needs of the City.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

- A. During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- (2) The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ADDENDA AND INTERPRETATIONS:

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this bid, they shall immediately notify the City contact of such error in writing and request modification or clarification of the document at least one week prior to the proposal due date. Modifications will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the bid without divulging the source of the request for same.

If a bidder fails to notify the City prior to the date and time fixed for submission of proposals of an error or ambiguity in the bid known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to compensation or time by reasons of the error/ambiguity of its late resolution.

The City may also modify the bid prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the bid, at least one week prior to the proposal due date.

The apparent silence of this specification as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used. All interpretations of this specification shall be made from this statement. Proof of compliance will be the responsibility of the vendor.

ALTERATION OF BIDS:

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made prior to opening time and date **MUST** be initialed and dated by the signer of the bid, guaranteeing authenticity.

COST OF RESPONSE TO INVITATION FOR SEALED BID:

Bidders agree the City will not be liable for any costs associated with the preparation, transmittal or presentation of any bid in response to this “Invitation for Sealed Bid.” Further, the City will not be liable for any cost associated with the preparation of materials for, nor the conduct of any benchmark testing which may be required, except for the costs associated with the transportation, lodging and subsistence for City personnel.

RIGHT TO REJECT:

The City of Tulsa reserves the right to reject any or all bids. In addition, the bidder shall recognize the right of the City to reject a bid if the bidder fails to submit the data required in the bidding document, or if the bid is in any way incomplete, or irregular, or is not in total compliance with the specifications. Any departure from the specifications should be stated in the bid with an explanation of reason for the change.

AMERICANS WITH DISABILITIES ACT:

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

CITY CONTACT:

Any questions regarding this “Invitation for Sealed Bid” will be handled as promptly and directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a change or addition to the “Invitation for Sealed bid”, the changes or additions will be forwarded to all vendors as quickly as possible by addendum.

Any questions should be directed to:

Patricia Cummings
Purchasing Division
City of Tulsa
200 Civic Center, Room 802
Tulsa, OK 74103
Telephone: (918) 596-7561
E:Mail: pcummings@ci.tulsa.ok.us

Questions of a technical nature should be directed to Steve Taylor, (918) 596-7626.

VENDOR CONTACT:

Vendors should designate a contact should any questions arise concerning a bid response. The vendor should also state the name and title of individuals who will make the final decision regarding contractual commitment and have legal, corporate authority to execute the contract on the vendor's behalf.

AWARD OF BID:

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

The City of Tulsa reserves the right to negotiate a contract with the awarded bidder for a one (1) year term, beginning on the date of execution by the Mayor. The contract shall be renewable annually, for a period of 4 years, upon mutual consent of both parties for successive one- (1) year periods. City and contractor will give 30-day notice prior to the expiration date(s) of the contract of the intention to renew the contract. By responding to the request for bid, the bidder agrees to enter into a contract with the City of Tulsa.

Award of this subject may be as a whole or in part, whichever is most advantageous to the City. Point systems will be utilized in the evaluation of this bid.

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. If a point system has been utilized in the bid specifications, the number of points earned by the bidder.

BID PROPOSAL:

Bids will be evaluated on the following criteria in addition to the collection fee expressed as a percentage on the pricing page (page 8). All bidders in their bid proposals shall address the following criteria.

Items 1-5 have points assigned by the three using agencies for the purposes of evaluating bids. Items 6 & 7 are required; therefore, no points have been assigned to these two items.

(1) Bidder's Ownership / Management and Financial Strength of the Firm

- Describe ownership's / management's (the individuals directly managing the firm and supervising the collection of the City's accounts) collection skill and experience.
- Enclose a complete set of audited financial statements for the year ended December 31, 1999, or, if your firm's fiscal year is other than December 31, the most recent year end for which audited financial statements are available.
- If your firm is not audited, submit a complete set of compiled financial statements considering the same fiscal year end information as above.
- If a set of compiled financial statements is not available, submit a complete set of internally prepared financial statements.

(2) Bidder's Governmental Collections Experience

- Your firm's 1999 (or the most recent year for which this information is available) experience with collection of government accounts expressed in terms of the type of accounts, volume of accounts

undertaken and your collection success rates (expressed as percentage) in terms of the volume of accounts and dollars.

- Years of experience in governmental collections market.
- If bidding on the Municipal Court portion of this bid, proof of Court Collections experience for at least two (2) years is required.

(3) Composition of Bidder's Staff to be assigned to the City of Tulsa Accounts

- To be expressed by name in terms of number, qualifications and collections experience (both overall and governmental).

(4) Bidder's Overall Collections Experience and Style

- Your firm's 1999 (or the most recent year for which this information is available) experience with collection of all accounts expressed in terms of the type of accounts, volume of accounts undertaken and your collection success rates (expressed as percentage) in terms of the volume of accounts and dollars.
- Average account workload per employee.
- Describe your firm's collection technique or style.
- Describe your firm's ability to successfully collect accounts while working from a variety of source documents.
- Describe your firm's skill level in skip tracing.
- Describe any other methods of tracing.
- Describe other relevant areas of skill or expertise.
- Explain any differences in approach to collection efforts on government accounts versus corporate accounts.
- Describe any collection enhancement efforts which may be beneficial to the City of Tulsa.
- A sample letter from the Collector to an account should be provided. The City of Tulsa is interested in viewing the text of the letters that will be used to contact accounts "up front". Collector is to be aware that Accounts Receivable letters must be changed after a lien has been filed on the property.

(5) History of Complaints / Litigation

- Volume of complaints and litigation for the three years 1997-1999, inclusive.
- Percentage of litigation decided / settled in plaintiff's favor.

(6) Capacity to Electronically Communicate Collections Information (Required, no points assigned)

- Enclose or describe the vehicle and or format(s) to be used to report collection information and data to the City. Also describe your system's flexibility to accommodate the City's requests, if any, for future format modifications.
- *Detailed reporting is needed. The City needs to be able to track the payment reported to the City to specific accounts that have been paid off. Enclose a sample copy of a report and a monthly statement.*
- Describe the firm's current ability to directly, electronically communicate collection information and data to and from the City. This information is requested should the City desire to bring a greater degree of automation to the collection process.
- *The City of Tulsa will provide sample file layout formats for each area of collection at the Pre-Bid conference. Vendor must be able to handle all file layouts if bidding on all portions of this bid.*

(7) References (Required, no points assigned)

- Submit three government and three corporate references that can attest to the success, stability and professionalism of your firm's operations.
- If bidding on the Municipal Courts portion of this bid, provide at least two references of other Court systems for which you have provided services.

Assignment of evaluation points is as follows:

Item	Utilities	Municipal Courts	General Revenue/Licensing & Permits
1	1	6	4
2	6	7	6
3	1	4	5
4	6	5	7
5	1	3	4
Total	15	25	26

GENERAL INFORMATION

This contract will consist of four (4) areas of collection. The following information for these four (4) areas are monthly estimates and based on historical data.

Entity	# of Accts	Total \$	Average range of age
Municipal Court	490	\$64,000	6 months-6 years
Permits and Licensing	8-10	\$1,000	60 days and over
*Permits and Licensing	150-200	\$10,000	3 years
Utilities	603	\$96,000	90 days and over
General Revenue	137	\$65,000	90 days and over

***Permits and Licensing has an initial group to be collected**

General Revenue includes various types of accounts such as Code Enforcement, etc.