



INVITATION FOR SEALED BID

TAC 403

Description: UTILITY IN-PERSON PAYMENT COLLECTION SERVICE

Department: PW/UTILITIES SERVICES

NIGP Commodity Code(s): 578-00-00-000-0

Total pages including this page is 17

NOTE: FAXING OF BID WILL NOT BE ACCEPTED

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 : www.cityoftulsapurchasing.org**

**you must notify the buyer Laura Blades of your intent to bid by
e-mail lblades@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.**

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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 notarized 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: December 13, 2001

BID NUMBER: TAC 403

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: November 15, 16, 19, 20, 21, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

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 \$ _____, 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 _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED 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 0lawful 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 _____, 19_____.

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 403

Unit Transaction Fee \$ _____

Start-up Costs \$ _____

TAC #403
UTILITY IN-PERSON PAYMENT COLLECTION SERVICE
PW/UTILITIES SERVICES

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing a **Utility In-Person Payment Collection Service** to the Public Works Department, Utilities Services.

The successful vendor shall deliver all items, at their expense to the location(s) specified.

Vendor is to include warranty, operations and maintenance documents with bid.

ALTERING BIDS:

Bids cannot be altered or amended after submission deadline. **Any interlineation, alteration or erasure made** before opening time and date **must be initialed** by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Penciling will not be accepted.

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

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.

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:

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 (see 2.1 below). 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. The ability of the bidder to 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.
 - 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.

- **Selection of a contractor will be based on the following point system:**

The City will evaluate bidders’ offerings using a point system with 70% of the points (70 points) assigned to total cost of in-person collection service and 30% of the points (30 points) assigned in response to the bid specifications (non-price points) for a total of 100 possible points.

Total price points (70 points) will be calculated as follows:

The bidder with the lowest price will be awarded 70 points. Bidders with prices above the lowest price will have points deducted on a pro rata basis. See the example in the table below:

Vendor	Total Cost (per transaction)	Multiplier	Price Points
A	\$1.00	1.00	70
B	\$1.10	.90	63
C	\$1.20	.80	56
D	\$1.30	.70	49

Price Points

NOTE: Price points are based on unit transaction fee and start-up costs identified on page 8.

a.

Unit Transaction Fee:

On-going charges including bill payment processing, agent commissions, and any fees associated with programming to not accept checks from particular customers will be incorporated in your price per transaction to the customer. We will multiply your price per transaction times the estimated number of customer transaction per year (26,000), then add any installation and programming fees to determine the lowest cost per transaction.

Start-up Costs:

Implementation and programming fees (start-up costs) will be charged to the City.

Electronic file transmission of data is required and must meet specs detailed throughout this bid request.

70 points

Non-price Points

The following non-price points will be awarded at the sole discretion of the evaluation committee. Other elements may become apparent in the evaluation process that may be factored into the assessment.

- b. Experience in the electronic transfer of data. This will be based on:
- Number of customers the contractor has provided this service for
 - Number of transactions the contractor electronically transfers in a month over the last 12 months, and
 - Number of payment locations offered in the City of Tulsa.

25 points

- c. Consideration will be given to bidders who provide real time payment updating and will provide the City of Tulsa with real time verification of payments received within 5 minutes of payment receipt. This is not a requirement, but it is desired.

5 points

Terms and conditions shown on page 4 of “Invitation for Sealed Bids” apply to this transaction.

1. CONTRACTOR RESPONSIBILITIES

- 1.1. Provide Letter of Credit:** A letter of credit in the amount of \$60,000 (3 business day's normal receipts) to be drawn on a financial institution doing business in the State of Oklahoma and acceptable to the City of Tulsa.
- 1.2. Payment Terminals and Outlets:** Each Payment Terminal will meet specifications and will be maintained in good operating condition. These outlet locations must be approved in writing by the City of Tulsa. The City reserves the right to revoke an outlet at any time.
- 1.3. Acceptance of Customer Payments:** At each Payment Outlet, the Contractor shall accept payments in cash, check, money order, travelers checks, or such other form as may hereafter be identified by the City in writing made by or on behalf of City customers ("Customer Payments"), and shall provide receipts and customer payment data if the person making the payment: (a) presents a City of Tulsa bill stub; (b) presents a City of Tulsa account number; or (c) completes a "manual stub" provided by City of Tulsa.

If the Payment Terminal at the payment location is functioning properly following receipt of the customer payment, the Contractor shall enter the customer's name and account, the amount and type of payment, the date, the receipt number, and other appropriate information hereafter identified by City of Tulsa ("Customer Payment Data"), in the payment terminal at the payment location and deliver the receipt generated by the payment terminal to the person making the customer payment. If the payment terminal at the payment location is not functioning properly following receipt of the customer payment, the Contractor shall manually prepare and deliver a substitute receipt (in a form provided by City of Tulsa) to the person making the customer payment and as soon as the payment terminal is functioning again, the Contractor shall enter the customer payment data in the payment terminal.

The Contractor shall be responsible for the character and actions of its employees at all times while performing this contract. Any disrespectful or discourteous actions toward the public will not be tolerated.

The Contractor's agents must be open a minimum of 10 hours a day, 6 days a week.

- 1.4. Malfunction of Payment Terminal:** In the event a payment terminal malfunctions preventing the Contractor from entering customer payment data, the Contractor shall notify the City immediately by telephone call, to a representative designated by the City at such numbers as are provided by the City, and the Contractor will take action to promptly cure such malfunction.

- 1.5. Operation of Payment Terminal: The Contractor shall properly train its employees and shall allow only its properly trained employees to accept customer payments and to operate each payment terminal.
- 1.6. Delivery of Funds: The Contractor shall deliver or deposit funds within 24 hours of collection or next business day with a bank designated by the City. Risk of loss of customer payments shall be on the Contractor until the payments are properly deposited into bank account or delivered to City.
- 1.7. Electronic File and Transmission of Data (Required): Contractor shall provide to the City, by 9:00 a.m. each day an electronic summary of the previous day's business. City computers will poll and retrieve the files after that time each day. Contractor is to provide their own computers, phone lines, modems and software to complete this transmission. The file should include file headers with date and batch number, detail records with sequence number, account number and dollar amount, and footer records with batch counts and batch total. This data will be in the format of a flat file, ASCII format. See Attachment I COBOL file format and sample.
- 1.8. Summary Report: This report should contain detail received from terminal transaction information including receipt number, sequence (batch) number, date received at the terminal, agency location, account number, dollar amount paid, and customer name.
- 1.9. Additional Customer Charges: Contractor shall not charge any fee for acceptance of customer payments, except for the fee referenced in Section 2.1 and for any other fee expressly authorized in writing by City of Tulsa.
- 1.10. Daily Balance: Contractor must balance each day's transactions prior to submittal or transmission.
- 1.11. Concentration Service: Contractor's ability to provide "concentration service", (ability to accept one check for multiple customers), is viewed as positive benefit to City customers. Indicate whether or not you can provide this service.
- 1.12. Returned Check Policy: Provide information on how you handle returned checks. Include any fee assessed to City.
- 1.13. Do Not Accept Check Feature (Required): Identify methods utilized to reduce the number of returned checks, how many customers can be included in a file, and how often are the files updated. Any fees associated with this service are to be included in the per transaction fee charged to the customer.

- 1.14. Provide list of Payment Locations: Contractor shall provide to City a list of all locations available to collect funds for the City. If future sites are promised, contractor shall provide dates the future sites will be operational. These locations must be acceptable to the City.
- 1.15. Confidentiality: The Contractor shall not disclose or make available to entities or individuals other than City of Tulsa any customer account numbers, customer bill entries or customer payment data, except with prior written consent of the City or as required by law. The Contractor shall treat all such data and information as confidential and will not make use of any such data or information other than in connection with the Contractor's performance of its obligations under this Agreement.
- 1.16. Indemnity: Contractor indemnifies City.
- 1.17. Insurance: Throughout the term of this Agreement, the Contractor shall maintain general liability insurance in an amount per occurrence of not less than \$1,000,000 or such other amount as shall be acceptable to the City. The insurance shall include coverage for all risks associated with loss, theft, or other casualty to customer payments from the time received by the Contractor until deposited in the City's bank as contemplated herein. Each insurance policy shall be with an insurance company acceptable to the City, will name City of Tulsa as additional insured, and will provide that no termination or modification of the policy shall occur without providing an advance ten (10) days written notice to the City. In addition, contractor shall provide a certificate evidencing each such policy to City of Tulsa.
- 1.18. Use of City of Tulsa Name or Logo/Signage: The Contractor shall not use the City of Tulsa's name or logo in signs, advertisements (newspaper, radio, television, or otherwise), or notices or in any other manner without the prior written consent of the City. The Contractor shall conspicuously display a sign provided by the City at each payment outlet.
- 1.19. Procedures: The Contractor shall comply with such reasonable rules and procedures for the receipt of customer payments and for performance under this Agreement as are provided to the Contractor by the City from time to time during the term of this agreement.

2. CITY OF TULSA RESPONSIBILITIES

- 2.1. Transaction Fees: The City will pay no transaction fees for each customer payment transaction completed at a payment outlet, as shown in the pricing page. All transaction fees will be borne by the customer.
- 2.2. Additional Costs: Any subcontractor installation fee, or start-up costs etc., must be included in the Price Sheet Summary. No start-up costs can be charged to the customer. If applicable, list as "Start-up fee \$x.x.x. One time fee."

- 2.3. Forms and Procedures: The City will provide to the Contractor all forms, signs, and procedures to be provided by the City and which the Contractor shall use or comply with under this Agreement. All such forms, signs and procedures may be amended from time to time by the City at its discretion.

3. CUSTOMER RESPONSIBILITY

- 3.1. Transaction Fees: The customer will pay a transaction fee, as shown in the pricing page for each in-person customer payment transaction completed at a payment outlet. On Price Sheet Summary, list Unit Transaction Fee as "\$x.xx cents per item. Includes bill payment processing, programming to eliminate accepting checks from previous insufficient funds customers, and agent commission.
- 3.2. City of Tulsa Bill Stub: The customer will provide City of Tulsa bill stub to ensure proper application of payment.

4. TERM

- 4.1. Term: The term of the contract will be one year. The City reserves the right to renew the contract for four (4) additional one year periods, renewable annually on consent of both parties involved, or to cancel the contract with a thirty (30) day written notice.
- 4.2. Customer Payments: Upon termination of the contract, the Contractor shall surrender to the City all customer payments and bill stubs in the form received, and all City documents in the possession of the Contractor.

5. MISCELLANEOUS

- 5.1. Independence of Parties and Compliance with Laws: Neither the City of Tulsa nor the Contractor shall have any right to alter or assume any obligation on behalf of the other. The City and the Contractor shall each comply with all applicable federal, state and local laws relating to its obligations hereunder.
- 5.2. Independent Audit of Records: The City reserves the right to conduct independent audits of records maintained by contractors which are utilized to record and balance customer payments, and record deposits for the City. Vendor shall maintain such records for a period not less than one year after the expiration of the contract period.
- 5.3. Questions About City Requirements or Bids: Contact Vicki Bolick, at (918) 596-7246 if contractor has questions about City requirements or bids.

Lockbox File Format

```
01  Batch-Header.
    05  BH-Recno    Pic 9 value 1.
    05  BH-Batchno Pic 9(13).
    05  BH-AGY-LOC Redefines BH-Batchno
         10  BH-Agy-Fill Pic 9(11) values zero
         10  BH-AGY    Pic X.  ** Value to be determined by COT
         10  BH-Batch  PIC X   ** Sequential value
    05  BH-Date
         10  YY      Pic 99.
         10  MM      Pic 99.
         10  DD      Pic 99.
    05  Filler      Pic x(5).

01  Detail.
    05  DT-Recno    Pic 9 value 2.
    05  DT-Seqno    Pic 9(5)
    05  DT-Acct      PIC 9(11)
    05  DT-Amount   Pic 9(8).

01  Batch-Trailer.
    05  BT-Recno    Pic 9 value 9.
    05  BT-Recno    Pic 9(5).
    05  BT-Recno1   Pic 9(6).
    05  BT-Tot      Pic 9(9)
```

BH-AGY is a one position alphabetic field (A-Z). It will be determined by the City what identifier will be assigned to each agency. BH-Batch is an alphanumeric field (1-9, A-Z) and will be used to uniquely identify batch if more than one batch a day is to be processed.

Attachment I