

CITY OF NORTH LITTLE ROCK, ARKANSAS  
COMMERCE DEPARTMENT  
Mary Beth Bowman, Director  
Amy Smith, Assistant Director for Procurement  
Crystal Willis, Admin. Sect./Assistant Purchasing Agent



120 MAIN STREET, North Little Rock, AR 72114  
P.O. BOX 5757, North Little Rock, AR 72119  
501-975-8881 Phone  
501-975-8885 Fax

## INVITATION TO BID/PROPOSAL COVER SHEET

Bid Number : 15-3356 Date Issued: August 18, 2015

Date & Time Bid Opening: Thursday, September 17, 2015 at 10:00 a.m.

### *RFP for Debt Collection Services*

Specifications attached.

Questions related to the Electric Billing Services collection should be directed to:

- Karen Scott, City of North Little Rock's Finance Director at [kscott@nlr.ar.gov](mailto:kscott@nlr.ar.gov).

Questions related to this RFP and the Contractor selection process should be directed to:

- Mary Beth Bowman, City of North Little Rock's Commerce Department at [mbowman@nlr.ar.gov](mailto:mbowman@nlr.ar.gov).

All questions must be submitted in writing via email. Responses to relevant questions will be posted on the Commerce web page at [www.nlr.ar.gov](http://www.nlr.ar.gov)

The City of North Little Rock reserves the right to reject any or all bids or to waive any informality in the bidding.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings ([www.nlr.ar.gov](http://www.nlr.ar.gov)) for attachments including any changes to the bid.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

---

#### EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this bid including conditions set forth and pertinent information requests.

Name of Firm: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**UNSIGNED BID COVER SHEET WILL BE REJECTED.**

**TERMS AND STANDARD CONDITIONS  
CITY OF NORTH LITTLE ROCK, ARKANSAS**

PLEASE READ CAREFULLY

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Commerce Department..
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Commerce Department.
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are: 1. Submitted after the bid's opening time. 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. **CONSTRUCTION**
  - A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
  - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
  - C. A Performance Bond equaling the total amount of any bid exceeding \$10,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Act 351 or 1953 as amended by Act 539 of 1979).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. Additional information or bid forms may be obtained from:  
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501) 975-8881 [www.nlr.ar.gov](http://www.nlr.ar.gov)

**Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, sealed bids must be submitted to the Commerce Department at 120 Main Street, North Little Rock, AR 72114 or PO Box 5757, North Little Rock, AR 72119**

**REQUEST FOR PROPOSAL  
DEBT COLLECTION SERVICES  
RFP NO. 15-3356**



**City of North Little Rock, Arkansas**

**Date Issued August 19, 2015  
Closing Date: September 17, 2015 at 10:00 a.m.**

**TABLE OF CONTENTS**  
**RFP 15 - 3356**  
**DEBT COLLECTION SERVICES**

<b>SECTION</b>	<b>PAGE</b>
1. Purpose, Goals & Objectives and General Requirements	1
2. Scope of Work	2
3. Proposal Preparation and Submission Instructions	4
4. Termination of Contract	9
5. Evaluation and Award Criteria	9
6. Reporting and Delivery Instructions	10
7. Special Terms and Conditions	12
8. Standard Proposal Information	14
9. Attachments	
A. Pricing Page	17
B. Recovery Rate Sheet	18
C. References	19
D. Drug-Free Workplace Form	20
E. Anti-Collusion Affidavit	21
F. Standard Contract RFP	22
G. General Terms & Conditions for the City of North Little Rock, AR	23

# DEBT COLLECTION SERVICES

RFP NO. 15- 3356

City of North Little Rock, Arkansas

August 19, 2015

## SECTION 1 – PURPOSE, GOALS & OBJECTIVES, AND GENERAL REQUIREMENTS

### Purpose

This Request for Proposal (“RFP”) for Debt Collection Services is issued by the City of North Little Rock, Arkansas (“City”). The purpose and intent of this RFP is to solicit sealed proposals to establish a contract with a qualified firm or individual to provide debt collection services to collect outstanding fees and other delinquent charges or accounts.

Copies of the RFP and all other solicitation related documents will be made available on the City’s website. Copies of the RFP, including all related documents can be obtained by visiting the City’s website at <http://www.nlr.ar.gov> go to the tab “Business”, click on “Bids and Vendors” and then click on “Current Bids”.

Proposers submitting a Response (“Response”) to this Request for Proposals (“RFP”) certifies that it meets all of the requirements to perform the services required by this RFP and will enter into a contract in substantially the same form as that included in the RFP.

### Goals and Objectives

- To Increase revenue to the City, with no additional costs incurred by the City;
- To retain a qualified firm, organization or individual to pursue debt collection on accounts on an as-needed basis as determined by the City;
- To find solutions that meet the different needs for different case types within each City department or agency; and,
- To allow all qualified firms interested in providing these consulting services an equal opportunity to do so.

### General Requirements

1. The Contractor shall accept for collection for all unpaid accounts for the following departments (more departments may be added later):
  - Utilities Accounting (North Little Rock Electric)
2. The Contractor must perform all services in full compliance with the provisions of the Fair Debt Collection Practices Act, and all established guidelines by the Federal Trade Commission and state regulations and guidelines.

3. The Contractor's employees' conduct must be professional and reflect in a positive way during all deliberations and dealings with contacts on behalf of the City of North Little Rock. The Contractor shall be responsible at all times for the actions and work of its personnel. The City of North Little Rock reserves the right to reject Contractor's employees who, in the City's judgment, are not adequately qualified to perform the work.
4. Administrative Work Hours: Normal administrative work hours at the City of North Little Rock are Monday through Friday, 8:00 A.M. through 4:30 P.M.
5. The Contractor shall provide all labor, materials, supervision, tools, transportation, and equipment necessary to furnish collection services.

## **SECTION 2 – SCOPE OF WORK**

1. The Contractor shall implement collection procedures to achieve maximum recovery of debts. Such procedures should include a reasonable number of contacts via telephone, and a minimum of three (3) mail efforts. Skip-tracing procedures should be instituted as required.
2. The Contractor shall make every effort to collect an account prior to returning it to the City of North Little Rock. Files to be returned must clearly identify current address or locator information by the Contractor when:
  - a. The debtor is known to have assets and refuses to pay; or
  - b. The debtor has legal counsel or files for bankruptcy.
3. In order to satisfy future requirements, the Contractor should attempt asset location in order to satisfy judgments.
4. The Contractor shall forward collected funds to the City on a monthly basis by check or other agreed method. Provide details of collected funds electronically in a predefined file format. The Data Collection Report will be provided to the City daily.
5. The Contractor shall accept initial transactions, additions and/or updates to previously reported transactions electronically, preferably in the City's preferred file format.
6. The Contractor shall provide electronic feedback on traced social security number, address, and telephone information upon request.
7. The Contractor must provide updated account information such as social security numbers, addresses and/or telephone numbers electronically monthly.

8. The Contractor shall suspend action either temporarily or permanently on any account placed by the City of North Little Rock upon receipt of notification in writing to do so. The City shall have the right to request the return of an account for any reason.
9. Accounts with no collections shall remain with the Contractor for a minimum of two (2) years. Extensions may be granted if justified by the Contractor and approved by the City's Commerce Director or designated official.
10. The Contractor will not be paid for customer payments received within five (5) days of the account being recorded into the collection agency's system.
11. The Contractor will accept debt of \$1.00 (one dollar) and more.
12. The Contractor must maintain a complete audit trail of all transactions.
13. The Contractor must provide detailed reporting on individual account statuses.
14. The Contractor must provide monthly statistical reports of dollars collected and customer contacts.
15. The Contractor must provide custom reports upon request.
16. The Contractor shall maintain all correspondence and financial records for audit purposes.
17. The Contractor shall obtain prior written approval from the City for any subcontractors, who shall be considered any legal entity supplying services or work under subcontract to the Contractor.
18. The City of North Little Rock allows for a collection fee to be added on unpaid debts. Funds collected will be applied to the fee first.
19. The Contractor may infer or suggest that the debtor's failure to repay the debt will result in litigation.
20. The Contractor shall have no authority to refer an account placed for collection to an attorney or other collector without prior written consent from the City of North Little Rock.
21. The Contractor shall list the debtor's account, in the public records section, with the nationwide credit bureaus at no charge to the City of North Little Rock. Accounts listed with credit bureaus must be updated in accordance with Federal Law.
22. The Contractor shall assess the agreed upon collection fee on the amount of Principal, Interest, if applicable, and late Charges paid.

23. The Contractor may be responsible for establishing an interface with the City of North Little Rock Billing Services Contractor, presently Harris/Northstar, for the receipt of account referrals and account updates.
24. The Contractor agrees to not assess or impose “a fee on fee” cost.
25. The Contractor agrees to remit the entire amount collected and bill the City of North Little Rock for costs.
26. The Contractor shall make every effort to assist the City of North Little Rock’s compliance with the efforts to decrease our uncollected revenue.

In order to evaluate the proposed solution, the following must be included in the proposal:

- a. A detailed flowchart of collection processes along with copies of all forms, letters, and collection scripts.
- b. Explanation of process/operations for telephonic debtor contract.
- c. A high level implementation plan which includes time estimates.
- d. Three references including name, address, telephone number and email of the contact person. (See Attachment “C”)

### **SECTION 3 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

#### **A. General Instructions**

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original paper copy and four (4) additional paper copies of each proposal and submitted to:

Mary Beth Bowman  
Director of Commerce  
City of North Little Rock  
120 Main Street  
North Little Rock, AR 72114  
Hours of operation 8:00 AM to 4:30 PM Monday – Friday.

No other distribution of the proposals shall be made by the Offeror.

Questions related to the Electric Billing Services collection should be directed to:

Karen Scott  
Finance Director  
City of North Little Rock  
Telephone: 501-975-8800  
Email: [kscott@nlr.ar.gov](mailto:kscott@nlr.ar.gov)

Questions related to this RFP and the Contractor selection process should be directed to:

Mary Beth Bowman  
Director of Commerce  
Telephone: (501) 975-8881  
Email: [mbowman@nlr.ar.gov](mailto:mbowman@nlr.ar.gov)

All questions must be submitted in writing via email. Responses to relevant questions will be posted on the Commerce web page at [www.nlr.ar.gov](http://www.nlr.ar.gov), click on the tab "Business", click on "Bids and Vendors" and then click on "Current Bids".

## 2. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. All Proposals must be in a sealed envelope or box and clearly marked on the outside: "**Sealed Proposal RFP 15- 3356 - Debt Collection Services RFP**". Proposals shall clearly indicate the name and address of the offeror (company, firm, partnership, individual). All expenses for making Proposals to the City shall be borne by the offeror. **All Proposals shall be received by Thursday, September 17, 2015 10:00 A.M.** Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. Any Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

c. Definitions

Contractor – The successful offeror who enters into a contract with the City to provide the services as specified in this RFP.

City – Wherever the word “City” appears, it shall be understood to mean the City of North Little Rock, Arkansas.

Offeror – Wherever the word “offeror” appears, it shall be understood to mean the firm or individual submitting the proposal in regards to the RFP.

Owner – Whenever the word “owner” appears, it shall be understood to mean the City of North Little Rock.

- d. Offerors are responsible for familiarizing themselves with the requirements for this RFP, and terms and conditions of this procurement.
- e. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- f. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- g. Each copy of the proposal should be contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- h. Ownership of all data, materials, and documentation originated and prepared for the City of North Little Rock pursuant to the RFP shall belong exclusively to the

City and be subject to public inspection in accordance with Arkansas's Freedom of Information Act.

## **B. Specific Proposal Instructions**

Proposals should be as thorough and detailed as possible so that the City of North Little Rock may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Offeror's Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. Experience:
  - a. Describe your company's experience in providing the services described herein. Specifically describe your experience in providing services to municipalities and with agencies in the State of Arkansas; include the size of your company.
  - b. Describe your experience in providing services for the collection of:
    - Electric Services and Other Utilities
    - Court Fees
    - Miscellaneous
  - c. This RFP is currently for the City of North Little Rock Electric Department/Utility Accounting Department. The City reserves the right to negotiate contract terms with the successful offeror for services for other departments than those specifically stated in this RFP in the best interest of the City and agreed to by the contractor. Additional work of reasonable scale shall be priced consistent with the proposal to allow for additions and future expansions of a similar nature.
  - d. Describe the expertise of staff to be assigned to the account and provide the number to be dedicated specifically to performing actual collection services. Describe the educational background and experience, and submit a resume of all personnel with whom the City will be expected to work with on a regular basis, and identify the responsibilities to be assigned to these individuals.
  - e. Describe approximately how many municipal debt collection accounts you received in 2014? What was your percentage of receiving some or all of the debt from those persons/companies owing money to the firms/Cities? Describe in detail your success rate.

4. Specific plans for providing the proposed services outlined in this RFP and the variety of services offered.

Specifically address the following:

- a) Describe in detail your proposal approach for providing the services described including the following:
  - Specific plans for maximizing the collection of accounts receivables.
  - Describe in detail the collection cycle that you propose for providing services for the City.
  - Describe the degree of automation, including documentation of the ability of the system utilized, to accept electronic referrals, and to access billing agencies on-line.
  - Describe your company's quality control policies and include a copy of these policies.
  - Describe the measures taken to ensure that all personnel assigned to provide services are capable and qualified.
- b) Provide samples of communication tools you will use to correspond with debtors.
- c) Provide samples of standard reports for review.
- d) Provide percent of time you propose to dedicate to the performance of this contract.
- e) Describe your proposed performance standards specifically addressing the following:
  - Criteria for measuring effectiveness of services rendered;
  - Measurement methods to be employed; and,
  - Reporting procedures to be used.

5. Proposed Compensation:

- a. The cost or fee structure under which the Offeror proposes to be paid under this contract. No arrangement or method of payment can be based on cost plus a percentage of cost.

- b. Offeror must list all proposed fees, charges and anticipated services associated with the provision of the services outlined.
- c. Include your method of calculating all fees and charges.

6. Data Security

- a. If available, the Contractor shall provide the most recent auditor’s report (commonly referred to as a SAS 70 or SSAE 16 report) or similar document that describes the effectiveness of the Contractor’s internal control environment as it relates to data security. The City will request and the Contractor shall provide annual updates of these reports.
- b. The Contractor shall include in the proposal its approach to data security.

**SECTION 4 – TERMINATION OF CONTRACT**

- 1. The City may, by written notice to the Contractor, terminate this agreement in whole or in part at any time, either for the City’s convenience or for cause. Upon receipt of notice, the Contractor shall immediately discontinue all services affected, unless the notice directs otherwise. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.
- 2. This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City’s authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney’s fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

**SECTION 5 – EVALUATION AND AWARD CRITERIA**

Evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications as well as but not limited to the following items:

Evaluation Criteria	Total Possible Points	Score
References; quality of services provided, character, integrity,		

reputation, judgment, experience & efficiency of the respondent, and recovery rate.	30	
The ability, capacity, skill & organization of the respondent to perform.	20	
Monthly fee rate, service fee or other fee structure.	20	
Stability of Contractor/Firm.	15	
Evaluation of response including but not limited to steps taken by collector, percentages expected to be collected and information provided.	15	

**A. Award**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, a selection will be made as the best proposal and the contract will be presented to the North Little Rock’s City Council for approval. Should the Selection committee determine that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and presented to the City’s City Council for approval.

The City reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City of North Little Rock.

**SECTION 6 – REPORTING AND DELIVERY INSTRUCTIONS**

**A. Contract Administration**

Upon award, the City will designate an individual(s) as authorized representative to administer all work performed in conjunction with this contract. The City’s Commerce Director or designated official shall interpret the conditions of the contract, judge its performance and she/he shall use all powers under the contract to enforce its faithful performance. The City’s Commerce Director or designated official shall determine the amount, quality, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services.

## **B. Monthly Transmittal Report**

The Contractor shall submit separate monthly transmittals for the gross amount received for each debt type. The Contractor will submit an invoice for the collection fee owed unless another method of payment is negotiated. Under payments resulting from debtor payments forwarded to the City and subsequently reversed due to Non-Sufficient Funds (NSF), or similar reasons, are not to be deducted from the amount forwarded to the City. Said transactions are to be billed on a separate transmittal for processing according to terms and agreements.

## **C. New Account Report**

The Contractor shall provide a confirmation of all accounts entered into their collection system to the City's Commerce Director or designated official no later than ten (10) days after receipt from the City. This report should include the debtor's name, address, account number and balance due.

## **D. Monthly Collection Status Report**

The Contractor shall provide a Monthly Account Status Report to the City's Commerce Director or designated official no later than ten (10) days after the end of the month. This report should include, but not be limited to, the following:

1. Debtor's name and account number.
2. Amount and date payments received by Contractor for each individual account.
3. Balance outstanding.
4. Number of open accounts.
5. Returned accounts.

## **E. Change of Address Report**

The Contractor shall provide, the City's Commerce Director or designated official, a monthly report detailing current address and phone number of debtors who have relocated.

## **F. Cancellation Report**

This report shall be sent with all accounts closed and returned to the City's Commerce Director or designated official as uncollectible.

## **SECTION 7 – SPECIAL TERMS AND CONDITIONS**

### **A. RFP Proposal and Clarification**

The City reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to the Director of Commerce at least 7 working days before the due date. The City shall not be responsible for oral interpretations given by any employee, representative, or others. The interpretation, clarification, or additional information can be given by the City's Commerce Director or designated official.

### **B. Contract Forms and Renewal of Contract**

The contract entered into by the City and the Contractor shall consist of all of the Request For Proposal, any addendum issued, the proposal submitted by the Contractor, the signed contract page (attachment F) and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.

The contract resulting from this RFP shall be for services described in the scope of this RFP. Any contract resulting from this RFP shall be for an initial three (3) year term with the option to renew for up to two (2) additional one (1) year terms.

The City reserves the right to negotiate contract terms with the successful Contractor for other City Departments other than those specifically stated in this RFP in the best interest of the City and agreed to by the Contractor. Additional work of reasonable scale shall be priced consistent with current bid to allow for additions and future expansions of a similar nature.

Renewal of Contract: This Contract may be renewed by the City for under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Any price increase requests must provide written justification of increase. Written notice of the City's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

### **C. Contract Completion Date**

Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP in preparing and submitting its proposal.

If work authorized under the contract has not been completed by the end of this Agreement timeframe, the specific project or task may be extended at the discretion of the City. In addition, at the City's discretion, there will be the option to continue the contract on a month to month basis for a period of up to six (6) months, at the current contract rate, to allow time for the City to transition.

#### **D. Contract Changes**

No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

#### **E. Assignment of Interest**

The Contractor shall not assign any interest in the resulting Contract and shall not transfer any interest in the same without prior written consent of the City, of which the City shall be under no obligation to grant.

#### **F. Release of Data**

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City, which approval the City shall be under no obligation to grant.

#### **G. Release and Ownership of Information**

The City reserves its rights of ownership to all material given to the Contractor by the City and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

#### **H. Subcontractors and Assignments**

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the Contractor desires to subcontract some part of the work specified wherein, the Contractor shall furnish the City with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully

liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

#### **I. Examination of Records**

The Contractor agrees that the City or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claim.

#### **J. Utilization of Information**

As may be allowed by law, any information, ideas, or concepts that the City receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of the City.

#### **K. Acceptance, Invoicing and Payment**

Unless otherwise negotiated, payment will be made not more frequently than monthly, with invoice terms of Net 30.

### **SECTION 8 – STANDARD PROPOSAL INFORMATION**

#### **Authorized Signature**

An individual authorized to bind the proposer to the provisions of the RFP must sign the proposal.

#### **Conflict of Interest**

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this RFP.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

## **Collusion**

The Proposer shall certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that it is in compliance with the conflict of interest law. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred. (See attachment E).

The Proposer shall include in its Response, in the applicable section of the Response, the Non-Collusive Affidavit, included in this RFP. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive. Should the Proposer fail to include the affidavit with its Response the City may, at its sole discretion, allow a Proposer a specified period of time to submit the affidavit to the City, after which time the Response will be deemed non-responsive.

## **Public Records**

Proposer understands that the proposal is a “public record”, and the public shall have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Arkansas’ FOIA. The Proposer, by submitting a proposal, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

## **Nondiscrimination**

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

## **Proposer’s Certification**

By signature on the proposal, the proposer certifies that it complies with:

- The laws of the state of Arkansas.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

If any Contractor fails to comply with the provisions stated in this paragraph, the City reserve the right to reject the proposal, terminate the contract, or consider the contractor in default.

**No Contact Policy**

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the Contractor from this procurement.

I certify that I have reviewed the RFP and have a complete understanding of the specifications. I am authorized as a responsible representative to sign for the Proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Business Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

**BE IT REMEMBERED**, that on this day before the undersigned, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he/she is authorized to execute the foregoing instrument for the consideration and purposes therein contained.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(SEAL)

**PRICING PAGE**

**Attachment A**

Item	Description	Percentage
------	-------------	------------

1	Monthly fee rate charged for Utility Bill debts collected?	_____ %
2	Monthly fee rate charged for _____ Courts	_____ %
	Please list additional pricing information below:	

**RECOVERY RATE SHEET**

**Attachment B**

During a 12 month period the City of North Little Rock estimates placing the following accounts for collection based on previous history.

Delinquent Amount	# of Accounts	Total Amount
\$0 - 100.00	4515	\$127,712
\$100.01 - \$250.00	1223	183,143
Over \$250.00	360	121,888
Returned Checks		
<b>TOTAL</b>	6097	\$432,743

What steps will be taken by a collector for an account in each category below? Be specific.

\$ 0 - \$100.00 \_\_\_\_\_

\$ 100.01-\$250.00 \_\_\_\_\_

OVER \$250.00 \_\_\_\_\_

What is your expectation of recovery rate in each category?

\$ \_\_\_\_\_ 0 -  
\$100.00 \_\_\_\_\_

\$ 100.01 - \$250.00 \_\_\_\_\_

OVER \$250.00 \_\_\_\_\_

**\*Note: The above numbers are an estimate only and not a guaranteed number of accounts.**

If additional space is needed for your responses, please attach another page, clearly marked "Attachment B" along with this page.

**REFERENCES**

Attachment C

This solicitation requires references. Please provide a list of three references either currently doing business with you or having purchased goods with the past 24 months. At least one of the references must be a municipality. For each reference, list name of company/city, contact person, address, telephone number and email address of the contact person. Additionally, provide any other pertinent information to help the City of North Little Rock verify the quality of goods or services your firm provides.

1. Company/City Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email of Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

2. Company/City Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email of Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

3. Company/City Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email of Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**

**Attachment D**

The undersigned vendor in accordance with the requirements set forth within the City of North Little Rock's Request for Proposal Number 15- \_\_\_\_ dated \_\_\_\_\_, 2015, hereby certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANTI-COLLUSION AFFIDAVIT**

**Attachment E**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm or person to submit collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any proposer or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of North Little Rock or any person interested in the proposed contract; and,
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including this affidavit.

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Title

Subscribed and sworn to before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public \_\_\_\_\_

County of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**Attachment F**

**CITY OF NORTH LITTLE ROCK, ARKANSAS  
STANDARD CONTRACT RFP**



This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, by \_\_\_\_\_ hereinafter called the "Contractor" and City of North Little Rock, AR, called the "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The contract documents shall consist of:

- 1. This signed form;
- 2. The entire Request for Proposal dated: \_\_\_\_\_

Addenda #1, Dated: \_\_\_\_\_

- 3. The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**City of North Little Rock**

**Contractor**

By: \_\_\_\_\_  
Joe A. Smith, Mayor

By: \_\_\_\_\_

\_\_\_\_\_  
Name/ Title

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

**Attachment F      GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR**

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
25. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
26. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
27. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
28. The City reserves the right to reject any and all bids.
29. The Purchasing office reserves the right to award items, all or none, or by line item(s).
30. Quality, time and probability of performance may be factors in making an award.
31. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
32. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
33. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
34. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
35. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
36. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
37. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
38. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
39. Bids will not be considered if they are:
  1. Submitted after the bid's opening time.
  2. Submitted electronically or faxed (unless authorized by Purchasing Agent).

40. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

41. **CONSTRUCTION**

A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.

B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.

C. A Performance Bond equaling the total amount of any bid exceeding \$10,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Act 351 or 1953 as amended by Act 539 of 1979).

42. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.

43. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.

44. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.

45. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.

46. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.

47. Additional information or bid forms may be obtained from:  
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881  
[www.nlr.ar.gov](http://www.nlr.ar.gov)

**Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:**

**Mary Beth Bowman  
Director of Commerce  
120 Main Street (P.O. Box 5757)  
North Little Rock, AR 72119**