DEPARTMENT OF FINANCE AND PURCHASING
345 S Main St, Room 201
Harrisonburg, VA 22801
540-432-7794
540-432-7778 Fax

ISSUE DATE: **February 1, 2013**	**REQUEST FOR PROPOSAL NUMBER: 2013-PU-COLLECT**	**FOR: COLLECTION SERVICES**
DEPARTMENT: Public Utilities	**DATE/TIME OF CLOSING: March 1, 2013 2:00 pm**	**CONTRACT ADMINISTRATOR: Sherri Sherman, Utilities Services Manager Sherri.sherman@harrisonburgva.gov**

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

_____

_____

_____

E-Mail:

_____

Telephone/Fax No.: _____

Federal Employer Identification # : _____

State Corporation Commission #: _____

Prompt Payment Discount: __% for payment within ___days/net ___ days

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC

_____ Vendor's Legally Authorized Signature

_____ Date

_____ Print Name

_____ Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main St, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

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I. PURPOSE: The purpose and intent of this Request for Proposals (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. These inactive accounts are at least 60 days in arrears and have received a final bill owed to the City of Harrisonburg, VA Public Utilities Department.

II. STATEMENT OF NEEDS: The Contractor shall provide all accounts receivables collection services associated with any and all uncollected revenue of the City of Harrisonburg Public Utilities Department.

A. GENERAL REQUIREMENTS:

1. The Contractor shall accept for collection all unpaid accounts that the City of Harrisonburg Public Utilities Department, refers for collection.

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 must deposit all collected funds within forty-eight (48) hours of receipt to a general bank account.

4. 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 Harrisonburg. The Contractor shall be responsible at all times for the actions and work of its personnel. The City of Harrisonburg reserves the right to reject Contractor's employees who, in the City's judgment, are not adequately qualified to perform the work.

5. Administrative Work Hours**:** Normal administrative work hours at the City of Harrisonburg are Monday through Friday, 8:30 AM through 4:30 PM (See attachment F for scheduled closings and holidays).

6. The Contractor shall provide all labor, materials, supervision, tools, transportation, and equipment necessary to furnish collection services.

B. SCOPE OF SERVICES:

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 Harrisonburg. 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;

    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.

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, address, and telephone information upon request.

7. The Contractor must provide updated account information such as social security numbers, address, and/or telephone numbers electronically monthly.

8. The Contractor shall suspend action either temporarily or permanently on any account placed by the City of Harrisonburg upon receipt of notification 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 2 (two) years. Extensions may be granted if justified by the Contractor and approved by the Contract Administrator.

10. The Contractor will not be paid for customer payments received within 5 (five) 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 City of Harrisonburg allows for a collection fee to be added on unpaid debt. Funds collected will be applied to the fee first.

17. The Contractor may infer or suggest that the debtor's failure to repay the debt will result in litigation.

18. 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 Harrisonburg.

19. 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 Harrisonburg. Accounts listed with credit bureaus must be updated in accordance with Federal Law.

20. The Contractor shall assess the agreed upon collection fee on the amount of Principal, Interest if applicable and Late Charges paid.

21. The Contractor may be responsible for establishing an interface with the City of Harrisonburg Billing Services Contractor, presently Cash Cycle Solutions, for the receipt of account referrals and account updates.

22. The Contractor agrees to not assess or impose "a fee on fee" cost.

23. The Contractor agrees to remit the entire amount collected and bill the City of Harrisonburg for costs.

24. The contractor shall make every effort to assist the City of Harrisonburg 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 / operation for telephonic debtor contract.

c. A high level implementation plan which includes time estimates.

III. 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 two (2) additional paper copies, along with an electronic copy of each proposal must be submitted to:

   City of Harrisonburg Purchasing Department
   345 S Main St Room 201
   Harrisonburg, VA 22801
   Hours of operation 8:00 am to 5:00 pm Mon-Fri

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

   Questions related to the Water and Sewer Utility Billing Services collection should be directed to:

   Sherri Sherman
   Department of Public Utilities
   Phone: (540) 434-6783
   Fax: (540) 434-9769
   E-mail: Sherri.Sherman@harrisonburgva.gov

   Questions related to the technology requirements should be directed to:

   Paul Malabad
   Information Technology Department
   Phone: (540) 432-7706
   E-mail: Paul.Malabad@harrisonburgva.gov

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

   Pat Hilliard
   Purchasing Department
   Phone: (540) 432-7756
   Fax: (540) 432-7778
   E-mail: Pat.Hilliard@harrisonburgva.gov

   All questions must be submitted in writing via email. Responses to relevant questions will be posted on the Purchasing web page at www.harrisonburgva.gov/bids as addenda.

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 of Harrisonburg 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 of Harrisonburg. 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 envelope: **"Sealed Proposal RFP-2013-PU-COLLECT, 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 March 1, 2013 2:00 P.M.** Any Proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the City of Harrisonburg Purchasing Department at the above address and by the above stated time and date.

   Clearly identified proprietary information will not be disclosed during the selection process. (See attachment G)

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 Harrisonburg.

   Owner:
   Wherever the word "owner" appears, it shall be understood to mean the City of Harrisonburg.

d. Offerors are responsible for familiarizing themselves with the requirements for this RFP, and terms and conditions of this procurement.

e. As a guideline, the City anticipates the following timetable for selection of a firm for this RFP procurement.

DATE	ACTIVITY/EVENT
February 1, 2013	Request for Proposal Issued
February 22, 2013	Deadline for Questions is 12:00
March 1, 2013	Proposals Due Prior to 2:00 pm Deadline
March 15, 2013	Evaluation of Proposals Completed by City Selection Committee
March 18-22 2013	Interviews of Selected Firms (if applicable)
March 25-29, 2013	Contract Negotiations with Selected Offeror(s)
April 1, 2013	City Approval to Award Contract April 1, 2013

f. 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.

g. 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, subletter, 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 subletter 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.

h. 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.

i. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the City of Harrisonburg and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342 of the Code of Virginia, in writing either before or at the time the data or other material is submitted. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. (See attachment G)

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the City of Harrisonburg 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 acknowledgments, 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 Commonwealth of Virginia; include the size of your organization.

   b. Describe your experience in providing services for the collection of:
      -Water and Sewer Services
      -Traffic and Parking Violations
      -Personal Property Tax
      -Miscellaneous

c. This RFP is currently for the City of Harrisonburg Department of Public Utilities. 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 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 of Harrisonburg will be expected to work with on a regular basis, and identify the responsibilities to be assigned to these individuals.

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 proposed 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 of Harrisonburg.
- 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 the contract. No arrangement or method of payment can be based on cost plus a percentage of cost.

b. Offeror must list all proposed fees and charges 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 Vendor shall provide its most recent service auditor's report (commonly referred to as a SAS 70 or SSAE 16 report) or similar document that describes the effectiveness of the vendor's internal control environment as it relates to data security. The city will request and the vendor shall provide annual updates of these reports.

b. The Vendor shall include in the proposal its approach to data security.

IV. EVALUATION AND AWARD CRITERIA:

Evaluations will be based upon the ability of the respondent 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 or service fee	20	
Stability of 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, the purchasing agent shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the purchasing agent determine in writing and in his or her sole discretion 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 awarded to that offeror.

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 Harrisonburg.

V. REPORTING AND DELIVERY INSTRUCTIONS:

A. CONTRACT ADMINISTRATION

Upon award, the City of Harrisonburg will designate an individual(s) as authorized representative to administer all work performed in conjunction with this contract. As the City of Harrisonburg Contract Administrator is, in the first instance the interpreter of the conditions of the contract and the judge of its performance, they shall use all powers under the contract to enforce its faithful performance. The City of Harrisonburg Contract Administrator 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 owned. Under payments resulting from debtor payments forwarded to the City of Harrisonburg and subsequently reversed due to Non Sufficient Funds (NSF), or similar reasons, are not to be deducted from the amount forward to the City of Harrisonburg. 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 Contract Administrator within ten (10) days after receipt from the City of Harrisonburg. 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 Contract Administrator 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, to the Contract Administrator, 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 Contract Administrator as uncollectible.

VI. 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 City Purchasing Agent at least 5 working days before the due date. The City shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum issued by the Purchasing Agent is the only official method whereby interpretation, clarification, or additional information can be give

B. Contract Award

The City reserves the right to award the contract to the most qualified, responsible, and responsive offeror(s), resulting in a negotiated agreement, which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and the City's decision shall be final.

C. 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 H) 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 Owner's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

D. 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, prior to the City's approval of a services contract.

If work authorized under the contract has not been completed by the end of the 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 (6) six months, at the current contract rate, to allow time for the City to transition.

E. Cancellation of Contract

The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon sixty (60) days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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, qualification 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.

K. 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.

L. 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.

M. Acceptance, Invoicing and Payment

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

GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over $10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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 provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

   The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

f. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, 2.2.4363.

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise

required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is http://www.scc.virginia.gov.

Attachment A: **STATE CORPORATION COMMISSION FORM**
(Return with Proposal)

Virginia State Corporation Commission ("SCC") registration information: **The undersigned Offeror:**

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this RFP an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ Date: _____

Name: _____
(Please Print)

Title: _____

Name of Firm: _____

Attachment B: **SIGNATURE PAGE**

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone: _____ Fax: _____ Email: _____

Virginia Contractors License Number: _____

Responsible Representative: _____

Title: _____ Phone: _____

Fax: _____ Email: _____

I have reviewed the RFP and have a complete understanding of the specifications. I am authorized as a responsible representative of the proposing vendor:

Signature: _____ Date: _____

Attachment C:

PRICING PAGE

Item	Description	Percentage
1	Monthly fee rate charged for Utility Bill debts collected?	_____%
2	Monthly fee rate charged for Accounts Receivable debts collected?	_____%
	Please List additional Pricing Information below:	

Attachment D: **RECOVERY RATE SHEET**

During a 12 month period the City of Harrisonburg estimates placing the following accounts for collection based on previous history:

Delinquent Amount	# of Accounts	Total Amount
$0-100.00	231	$12,186
$100.01 - $250.00	139	$20,983
OVER $250.00	17	$6,052
Returned Checks	135	$11,651
TOTAL	**522**	**$50,872**

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: This is an estimate only and not a guaranteed number of accounts.

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

Attachment E: **REFERENCES**

This solicitation requires references. Please provide a list of three references either currently doing business with you or having purchased goods within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, and any other pertinent information to help the City of Harrisonburg verify the quality of goods or services your firm provides. Please use the form provided

1. Company Name: _____

   Contact Person: _____ Phone: _____

   Email of Contact Person: _____

   Address: _____

   _____

2. Company Name: _____

   Contact Person: _____ Phone: _____

   Email of Contact Person: _____

   Address: _____

   _____

3. Company Name: _____

   Contact Person: _____ Phone: _____

   Email of Contact Person: _____

   Address: _____

   _____

.

Attachment F: **SCHEDULED CLOSINGS & HOLIDAYS**

The following is observed Holidays as of January 2013. These dates may not be all-inclusive and are subject to change based upon the year and City Council approval of holiday changes.

January 1, 2013	New Years Day
January 18, 2013	Lee Jackson Day
January 21, 2013	Martin Luther King Jr, Day
February 18, 2013	Presidents Day
May 27, 2013	Memorial Day
July 4, 2013	Independence Day
September 2, 2013	Labor Day
November 11, 2013	Veterans Day
November 28, 2013	Thanksgiving Day
November 29, 2013	City offices closed
December 24, 2013	Christmas eve City offices closed
December 25, 2013	Christmas Day

Attachment G: **PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

Name of Firm/Offeror:_____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE_____ PAGE_____

REASON(S) FOR WITHHOLDING FROM:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

NUMBER(S) DISCLOSURE:_____

ATTACHMENT H:

CITY OF HARRISONBURG, VA
STANDARD CONTRACT RFP

This contract entered into this ___ day of _____ 20___, by _____ hereinafter called the "Contractor" and City of Harrisonburg, VA, 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.

CONTRACTOR:

By: _____

Title: _____

CITY OF HARRISONBURG, OWNER:

By: _____

Title: _____